



Agenda

**Regular Meeting of the
Buckman Direct Diversion
Board
June 4, 2026 at 4:00 PM
Council Chambers
City Hall
200 Lincoln Avenue**

Procedures for Buckman Direct Diversion Board Meeting

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

Join on Zoom: <https://santafenm-gov.zoom.us/j/87093874170>

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Approval of Minutes
 - a. Request for Approval of the May 7, 2026, Buckman Direct Diversion Board Meeting Minutes.
6. Matters from the Public
7. Presentations and Informational Items
 - a. Monthly Update on BDD Operations. (Matt Sandoval, BDD Operations Superintendent, mgsandoval@santafenm.gov, 505-955-4501).
 - b. Report from the BDD Facilities Manager. (Bradley Prada, BDD Facilities Manager; bxprada@santafenm.gov, 505-955-4507).
 - c. A BDD-Specific look at What's Up With Water in Santa Fe (Bill Schneider, Water Resources Manager, whschneider@santafenm.gov, 505-955-4203, Levi D Newell, Water Resources Analyst, lnewell@santafenm.gov, 505-955-4351).

8. Action Items: Consent Agenda

- a. Request for approval of Amendment No. 4 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to add compensation for FY2026 in an amount not to exceed \$10,000.00 plus applicable gross receipts tax. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).
- b. Request for approval of Amendment No. 5 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to extend the term through June 30, 2027, and add compensation for FY2027 in an amount not to exceed \$65,000.00 plus applicable gross receipts tax. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).
- c. Request for approval of Amendment No. 4 to the Legal Services Agreement with Long, Komer, and Associates, P.A. to extend the term through March 24, 2027, and add compensation in an amount not to exceed \$190,000.00 plus applicable gross receipts tax for FY2027. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).
- d. Request for approval of Amendment No. 3 to the Professional Services Agreement with Wright Water Engineers, Inc. to extend the term through April 6, 2027, and add compensation for FY2027 in an amount not to exceed \$150,000.00 plus applicable gross receipts tax. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).
 - i. Request for approval of a Budget Adjustment Request to utilize Settlement Funds for this expense.
- e. Request for approval of selection committee's recommendation to award to Arthur J Gallagher Risk Management Services, LLC for Property and Casualty Insurance Broker/Agent of Record, RFP FY26-RFP-026 to procure BDDB required insurance. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507; Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).

- i. Request for approval of a General Services Contract with Arthur J. Gallagher Risk Management Services, LLC to procure BDDDB required insurance in the amount of \$15,000.00 inclusive of applicable gross receipts tax and for premiums brokered by Arthur J. Gallagher Risk Management Services, LLC in an amount up to \$300,000.00 for BDDDB required insurance.

9. Action Items: Discussion Agenda

10. Matters from the Board

11. Next Meeting:

- a. Thursday, July 9, 2026

12. Adjourn

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

May 7, 2026

1. **Call to Order:** This meeting of the City of Santa Fe & Santa Fe County Buckman Direct Diversion Board meeting was called to order by Councilor Jamie Cassutt, BDD Board Chair at approximately 4:00 p.m. in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. **Roll Call:** Roll was called and a quorum was present as shown:

BDD Board Members Present:

Councilor Jamie Cassutt, Chair
Commissioner Justin Greene, Chair
Councilor Patricia Feghali
Commissioner Hank Hughes
Rolf Schmidt-Petersen, Citizen Member
T. Egelhoff, The Club at Las Campanas, [non-voting member]

Member(s) Excused:

None

Others Present:

Bradley Prada Facilities Manager
Nancy Long, BDD Board Consulting Attorney
Kyle Harwood, BDD Board Consulting Attorney
Bernardine Padilla, BDD Public Relations Coordinator
Matt Sandoval, BDD Operations Superintendent
Jesse Roach, City of Santa Fe Interim Public Works Director
Larry “Boots” Pierce, GZA
Jim Riesterer, GZA
Joni Arends, CCNS
William Whitney

[Chair Cassutt read the agenda captions throughout the meeting.]

3. **Approval of Agenda**

Commissioner Greene moved to approve as presented. Councilor Feghali seconded and the motion passed by unanimous [5-0] voice vote. [Later in the meeting, it was noted that the next meeting date should be corrected to June 4th.]

4. **Approval of Minutes**
a. **Approval of the April 2, 2026 Buckman Direct Diversion Board Meeting Minutes**

Commissioner Greene moved to approve the minutes as presented. Member Schmidt-Petersen seconded. The motion passed by 5-0 voice vote.

5. **Matters from the Public**

JONI ARENDS: Good afternoon. Joni Arends, Concerned Citizens for Nuclear Safety. And I wanted to – ooh, silly me, I thought NNSA and DOE were going to be here to present about the LANL SWEIS, but I misread it. So, my comments are in support of the memo of staff and Mr. Harwood with regard to the BDD's memo of April 9th about what needed to be happening with regard to funding by DOE, NNSA for monitoring of the Buckman and what a priority that is.

I don't know if you recall that in 2013, there were two 1,000-year storms that happened within ten days of each other in Waddell Canyon, and we can anticipate that kind of surprise or act of mother nature to impact us possibly this summer. I think it's very, very essential, CCNS believes that it's essential that the monitoring be paid for by the lab and not by the people of Santa Fe County and City and if I can help in any way on that, I would be grateful.

The other thing is the Communities for Clean Water have asked that DOE and NNSA reopen the comment period for the SWEIS in terms of the fact that when it began, we were under the Bush admin-- or excuse me, Biden administration. And then when the president came in, he signed the new executive order that changed all of the national environmental impact statement requirements. And we believe that it should just continue under the policies that began in 2024 and not be changed. And so we're asking for the comment period to be reopened, and that comments would be available on the SWEIS as well as record of decision on that. And your support of that would be – we would add that to this list provided.

And then the comment period for the programmatic environmental impact statement for plutonium pit production has already opened, even though DOE NNSA said that they wouldn't release that document until the end of May. So we're scrambling because the public hearing is May 14th here in Santa Fe. And I brought you a flyer about that so you can connect. It's a virtual hearing. No, it's a hybrid hearing at the Farmers Market Institute from 5 to 8 p.m. on Thursday.

CHAIR CASSUTT: Thank you. You can go ahead and leave the flyers. And, Nancy can you make sure we'll get those.

MS. ARENDS: Thank you.

CHAIR CASSUTT: Thank you so much. We appreciate it. A ny other members of the public here to speak? I'm not seeing anyone.

7. **Presentations and Informational Items**
a. **Monthly Update on BDD Operations**

MATT SANDOVAL (BDD Operations Superintendent): Thank you, Madam Chair, members of the Board. I'll be presenting the BDD operations report for the

month of April 2026.

The BDD diversions and deliveries have averaged a million gallons per day as follows. Raw water diversions, 7.38 million gallons per day; raw water delivery to Las Campanas at Booster Station 2A, .98 million gallons per day drinking water deliveries through Booster Stations 4A and 5A, 6.29 million gallons per day. And the BDD contributed 63 percent of the drinking water to the City and County for the month of April 2026.

And I will stand for questions.

CHAIR CASSUTT: Wonderful. Thank you so much. Any questions from the Board? Member Schmidt-Petersen.

MEMBER SCHMIDT-PETERSEN: Thank you, Madam Chair. Matt, I'm wondering since this year is very similar to last, but at this time last year, we started getting a bunch of rain and Canyon Road came on. What's your thinking will happen during May? Are the projections that you're showing likely to be how you operate with low flows on the river.

MR. SANDOVAL: Thank you, Madam Chair. Member Schmidt-Petersen, I'm not sure what Canyon Road is doing as far as this month or next, but I could find out and get back to you at the next meeting.

MEMBER SCHMIDT-PETERSEN: That would be fine. I'm just saying for the Board, that we're exactly back where we were last year when it comes to the Rio Grande and the Santa Fe watershed. We're just not getting the rain that we started to get last year in May in the watershed. So does that change anything?

CHAIR CASSUTT: Director Roach, I see you doing the thinking thing. Feel free to comment.

JESS ROACH (City Interim Public Works Director): Thank you, Madam Chair, Member Schmidt-Petersen, the things we're sort of looking at this year, similar to last year, actually, last year we were working on Nichols Reservoir, and so we had some limited ability to deliver to Canyon Road. This year we're redoing – we've started a multi-year project to redo half of the flocculation and sedimentation process at Canyon Road. So that plant is at half capacity now for us for this year and next year. And there's not very much water in the watershed, as you know. So we expect still to be able to generate about 80 percent of the City-County demand from the two: from Canyon Road and BDD, leaning on BDD to a similar extent that we did last year.

And we are into San Juan-Chama only operations a month earlier this year or earlier than we expected. So we were looking at the URGWOM. And for the benefit of the Board, when we get below 325 cfs five-day average of native flows at Otowi, we start native curtailment. To be conservative, we generally try not to divert at all at that point, but we can continue to divert San Juan-Chama water to a lower level.

So at this point, we've already shifted to 100 percent, basically a hundred percent San Juan-Chama diversions, unless occasionally maybe we'll get some extra native. But we did move to that operation sooner, but we still anticipate more or less a similar total diversion compared to last year.

MEMBER SCHMIDT-PETERSEN: Okay. Thank you. And if I remember correctly, you have something like 10,000 acre-feet of water that's in storage. So you've got that San Juan-Chama water.

MR. ROACH: That's correct. We had at the beginning of the year, about 10,000 acre-feet in on the Chama.

MEMBER SCHMIDT-PETERSEN: Thank you.

CHAIR CASSUTT: Thank you, Director. Any other questions or comments?
Thank you, Mr. Sandoval.

MR. SANDOVAL: Thank you.

b. Report from BDD Facilities Manager

BRAD PRADA (Facilities Manager): Good afternoon, Madam Chair and Board members. This is your monthly update covering the current progress on key project procurement and staffing. Starting with the major repair and replacement fund we have had a critical equipment failure involving our centrifuge used for solids handling. Repairs have been initiated, and I will provide you with periodic updates as that work moves forward. On a more positive note, three vertical turbine pumps have been ordered for the raw water system. We expect to have those in service in the coming months.

Moving on to the design-rebuild project, the RFQ-solicitation to secure a design team has been released for posting. We anticipate onboarding the chosen team by late summer or early fall, following our recent feasibility study, where we have built specific technical and budgetary parameters directly into our RFQ. This ensures the project remains realistic and viable for long term. Given our extensive work during the RFI phase, we expect to attract highly qualified offerors who align with the BPD's technical requirements.

We have some contracts towards the end of this fiscal year that are going to be ending, and we're going to have to amend a few. And so staff are currently managing several of those agreements set to expire. We are working to ensure a seamless transition and expect to present these for their approval next month.

Finally, an update on our staffing efforts in collaboration with the City staff. For the accounting manager, an offer has been accepted, and we were waiting for the start date, but this morning I was informed of a tentative start date of June 8th. Journeymen electrician position is currently awaiting a reposting. We are currently in the process of posting a ladder for the operators. And the process for an admin assistant has officially started. That concludes my report for this month. I'm happy to take any questions regarding these items.

CHAIR CASSUTT: Thanks so much. Questions or comments? Vice Chair Greene.

COMMISSIONER GREENE: Thank you very much. Do you work with the journeymen, the union, to get placed in that and recruiting with the folks down in Albuquerque?

MR. PRADA: Thank you, Madam Chair, Board Member Greene. No, we haven't reached out. We work with our own internal union to negotiate some of those things.

COMMISSIONER GREENE: To recruit. But I'm just thinking to put it out there because they know everybody in that space.

MR. PRADA: We've had lots of conversation about where we should be posting this job.

COMMISSIONER GREENE: And do we have any internship?

MR. PRADA: Not at the moment. If you understand how to get your journeyman's license, you need to be following a journeyman's licensed guy; right?

COMMISSIONER GREENE: Yes.

MR. PRADA: But if we don't currently have a journeyman on staff, how do we get that?

COMMISSIONER GREENE: No, I understand. I was just thinking that they may be more enticed to send someone our way if we were going to offer an opportunity for somebody to train under them at the same time.

MR. PRADA: Agreed.

COMMISSIONER GREENE: Yeah. Okay, thanks.

CHAIR CASSUTT: Member Schmidt-Petersen.

MEMBER SCHMIDT-PETERSEN: Thank you, Madam Chair. Brad, could you elaborate a little bit more about the centrifuge failure? Is that in 1A? I'm just wondering how that affects operations.

MR. PRADA: Thank you, Madam Chair, Board Member Schmidt-Petersen. It's actually at the facility. It has nothing to do with the raw water system. So obviously, we accumulate solids at the facility, and we have to process them, de-water them, and this helps with de-watering those.

MEMBER SCHMIDT-PETERSEN: Thank you. I just wasn't tracking where exactly that was at. And is it causing you any significant issues, or do you have workarounds?

MR. PRADA: We have workarounds, and this shouldn't be a big issue.

MEMBER SCHMIDT-PETERSEN: Thank you. It's just part of the MR&R plan, and that's why I brought it up.

CHAIR CASSUTT: Thank you. Thank you for asking that. You didn't seem very concerned about it, but it sounded very scary on paper, so thank you for clarifying. Anything else? No? All right. Thank you so much.

c. Presentation of National Nuclear Security Administration (MMSA) Issued 2026 Final Site-Wide Environmental Impact Statement (SWEIS) and Record of Decision (ROD) for Expanded Operations at Los Alamos National Laboratory (LANL)

BOOT PIERCE (GZA): Thank you, Madam Chair, Board members. good afternoon. What GZA has provided a summary of the final site-wide environmental impact statement for continued operations at LANL. This was published in March and a summary of how it responds to the BDB comments that were provided in April of 2025. The SWEIS is a generalized site-wide environmental impact statement, and the document, essentially reviewed or considered three alternatives for the continuing operations of the lab between now and the year 2038.

The three alternatives that were, were considered were no actions, no actions meaning no changes to the current operation plan; a modernization of operations, and; an expanded operations alternative. The record of decision that was provided at the same time as the SWEIS was expanded operations alternative.

The document was a summary, or the document that's provided on pages 11 through 14 of your agenda is a summary of that site-wide environmental impact statement addressed the 2025 comments from the BDB Board. So, with that, I will stand for any questions.

CHAIR CASSUTT: Thank you so much. Questions from the Board? Member Schmidt-Petersen.

MEMBER SCHMIDT-PETERSEN: I know there's a number of possible recommendations at the back. Do you, as a group, have one of those that you think is the

better approach to proceed?

MR. PIERCE: I don't necessarily. Those were just alternatives.

MEMBER SCHMIDT-PETERSEN: Okay. But we don't have any action that we're trying to do here. It's generally just information to try to come in. I'm just looking at it and thinking, well, number one, thank you all because it must have been very time-consuming to go through and try to find where things were addressed or not addressed. And it just seems like what our concerns are that were put forward are just not on a level of maybe the specificity that they're dealing with or at some other level. And I'm just not sure what to do with that.

KYLE HARWOOD (BDD Board Counsel): If I may, Madam Chair, Mr. Schmidt-Petersen. I think given the request for an extended comment period that Ms. Arends referenced, we'll just sort of continue to monitor how the SWEIS process unfolds, and we'll be back to you with more recommendations later, depending on how that sort of ball bounces, so to speak. Is that okay?

MEMBER SCHMIDT-PETERSEN: Yeah, that's okay. Thanks.

CHAIR CASSUTT: Vice Chairman.

COMMISSIONER GREENE: So, again, with what Joni mentioned, there's a level of, you know, the administration has changed, and the scope of work that is being discussed at the lab has changed. Even if it hasn't officially changed, it seems like it's moving to another paradigm.

How does this expanded operation recommendation that they're working on and yet then it moves the target: do we have another bite at this apple? Is there another or is this going to be 2038 and it's out and I mean, not that they really listen to us as we sort of discovered, but it's, you know, we need to sort of put our foot down.

MR. HARWOOD: It's a great question, and I don't think we know the answer to that quite yet.

COMMISSIONER GREENE: So then can we address it in a response and just sort of make note, Hey guys, the game has changed, and we don't think that it's appropriate for you guys to make decisions on a – you know, it's tough to hit a moving target.

MR. HARWOOD: I think it's prudent, Board Member Greene, to wait and see how the lab responds to the request for additional time and then how they address the very question you've raised, which is, which we understand that the lab or the federal administration has proposed to go even beyond what this SWEIS analyzed. And so, we have regular contact with our colleagues at LANL around the implementation of the MOU, and, I'll be following up with them directly and try to get more information and bring you back recommendations as they develop.

COMMISSIONER GREENE: Okay. And on these deadlines and things like that will warn us if something sneaks up on us and they give us a seven-day reporting period, and we've got to go faster.

MR. HARWOOD: Yeah, we hope we don't. We've expressed to them continuously that our board meets monthly, and we need to, in order to provide input, we need to know when those deadlines are. And the technical team continues to actively manage and monitor these topics.

COMMISSIONER GREENE: Just for my part, I don't like trying to shoot a moving target.

MR. HARWOOD: There's a joke in there somewhere that I will not touch.

COMMISSIONER GREENE: I guess I should not say I like to shoot, right?

MR. HARWOOD: We'll leave it at that. We'll be back with more information as soon as we have more.

COMMISSIONER GREENE: Just to, you know, to call your lab people, right? And to just say, you know, they don't officially tell us things, but in some unofficial meetings will say that things are looking in this way. And you know there's an ounce of truth in when they whisper to us that we should be prepared for, right? So, the difference between whether it happens at all at the Savannah River, we should be talking to Savannah River. You know, whether Savannah River is ever going to come online, or are we going to have to make every pit for the future? Which is a whole nother, nother, nother paradigm. And so I don't know how you work with them to – who the lab whisperer is, as it may be. But, it would be good that we get that information.

MR. HARWOOD: We hope to learn more soon and bring you recommendations back as soon as we have more information to share.

COMMISSIONER GREENE: Thank you for hearing us. Thanks.

MR. HARWOOD: Thank you.

COMMISSIONER HUGHES: I have a question.

CHAIR CASSUTT: Yes. Member Hughes.

COMMISSIONER HUGHES: I was wondering if we have considered asking the Environment Department to take a position on their renewal of a WIPP permit. They have proposed anyway, lots of cleanup standards in the new WIPP. In others, the WIPP accepts lots of material from LANL that the Environment Department has proposed. I'm just wondering if you were looking at that at all.

MR. HARWOOD: Madam Chair, Board Member Commissioner Hughes, I think it'd be best if we came back to you next month with an update on that topic. Would that be okay?

COMMISSIONER HUGHES: Sure.

MR. HARWOOD: Great. Thank you.

MEMBER SCHMIDT-PETERSEN: Madam Chair, I just have one slight follow up. Just to kind of wrapping back here to the things that are most important to the operations and so on. There is this one line, I think it's page 12 or 15, where you guys report that BDD staff and CGI are currently working with LANL on the installation and operations of the camera and things like that. So what's going on with and maybe this is more of a question. What's going on with EIS and the people that are involved with that, and those are different than the people you're working on the ground because it sounds like we're getting progress to at least track and be able to operate with more information. Is that right?

MR. HARWOOD: Yes. We're actively working on the MOU implementation, including the camera, and there was a, a site visit two weeks ago, I believe, technical folks, and we have a peer-to-peer staff meeting coming up soon. And we hope to report back progress on that shortly.

MEMBER SCHMIDT-PETERSEN: Thank you very much.

MR. HARWOOD: Sure.

COMMISSIONER GREENE: One more comment.

CHAIR CASSUTT: Go ahead.

COMMISSIONER GREENE: Thank you. So, thinking back, you got to put on your memory hat. Thinking back to when we prepared this, one of the topics that we had

discussed incorporating into this is what I would call sort of knock-on impacts, environmental at a different level, economic development and housing impacts.

So given, again, the moving target and the expanded operations there that affects us here in Santa Fe because probably more than fifty percent of their staff lives in Santa Fe County or the City of Santa Fe. To have them address their housing needs and to make sure that they are contributing to the burden as it may be, whether it's through infrastructure, or affordable housing, gentrification; how can we really make sure that, you know, \$167 million of gross receipts tax going to Los Alamos County, we need some of that here for our housing solutions.

MR. HARWOOD: You may not like this answer, Commissioner Greene, but that was actually outside of the scope of our comments on this SWEIS. So we'll have to see if there's another opportunity and whether this Board wants to participate and what the scope of the comments might be at that time. But those topics were outside of our Board comments last year.

COMMISSIONER GREENE: Yeah. I still think that they're environmental knock-on effects. It's not just water. It's housing, it's our quality of life.

MR. HARWOOD: Understood, Commissioner. But pardon me for focusing on this report, which is reporting out how our comments were addressed in the SWEIS.

COMMISSIONER GREENE: You're good.

MR. HARWOOD: Okay. Thank you.

CHAIR CASSUTT: Thank you so much. Anything else? Okay, thank you.

9. Action Items: Discussion Agenda

- a. Request for Approval for BDD Chair Jamie Cassutt, Vice-Chair Justin Greene, Facilities Manager, Bradley Prada and BDD Legal Counsel, Nancy Long to Serve on the Committee to Make Recommendations to the Board for the Positions of Citizen Members and Alternate Citizen Member to Serve on the BDD Board**

CHAIR CASSUTT: And, Nancy, I will send this over to you.

MS. LONG: Yes, Madam Chair and, and members of the Board, two years goes very quickly, so you'll recall, except for maybe Councilor Feghali, that two years ago we appointed your two current members, a citizen member and alternate citizen member, and their terms actually expire today. But they do continue to serve according to a JPA amendment, that was implemented until their successors or until they're reappointed. So we've got some time to do it.

Traditionally, we have instituted this committee structure that includes the chair, vice chair, facilities manager, and me, so that we can meet, make recommendations, and come back to the Board with those recommendations for another two-year terms.

The advertising for this has been posted, and Bernie will make sure that Mr. Schmidt-Petersen receives it as well as Mr. Ives. They can dig out their old applications if they're willing, if they want to continue. So we'll just see. The committee then will see how that unfolds, whether there's any others, whether it'll just be a reappointment and what that committee wants to do.

CHAIR CASSUTT: Thank you. And when, when does the application date close because I'm assuming that we're hoping to get the appointment by the June meeting?

MS. LONG: We're thinking July meeting.

CHAIR CASSUTT: Okay. All right.

MS. LONG: I think it closes in mid-June. So it was just posted. It'll just be posted a couple times and on the website. So the committee will make recommendations. They don't make a decision, and they come back to the Board and will report on the process or what the committee is recommended is in the best interest for the Board in terms of those two positions for another two-year term.

CHAIR CASSUTT: Okay, thank you.

MS. LONG: So we just need to approve the committee members.

CHAIR CASSUTT: Okay. Any questions or comments on this item? And if not, can I have a motion?

COMMISSIONER GREENE: Motion to approve.

COMMISSIONER HUGHES: Second.

CHAIR CASSUTT: Thank you, may I get a roll call.

The motion passed by unanimous [5-0] roll call vote as follows:

Member Rolf Schmidt-Petersen	Yes
Commissioner Hank Hughes	Yes
Councilor Patricia Feghali	Yes
Commissioner Justin Greene	Yes
Chair Jamie Cassutt	Yes

8. Matters from the Board

CHAIR CASSUTT: Commissioner Greene.

COMMISSIONER GREENE: Thank you, Madam Chair. First up, I want to give thanks to some of the City staff that worked with the Santa Fe 2100 planning group. They gave a presentation to the Pojoaque Basin Regional Water Systems partners under the guise of the Tesuque – oh, there's any an acronym there, and I'm going to forget it. But it was the five partners, including the four pueblos in Santa Fe County, and discussed where the City is working in collaboration with the County on long-range planning for water. And it was a very interesting conversation, and it started to extend the concept into the basins to the north, which is above the Otowi Gage and has a lot of different applicability to this Board here and to the Pojoaque Basin project. So I appreciate that.

Additionally, Santa Fe County on our agenda next week, has a letter to the Forest Service that is opposing the Canjilon uranium mining up in Rio Arriba County. We drink that water. It's in the Chama watershed. That's going to come down into the Rio Grande, and that's going to potentially impact our drinking water at BDD.

Santa Fe County is putting together, has put together a letter that should it be approved and sent along, will be sent to our federal delegation. But it's also going to be sent to every county commissioner from here to Brownsville, Texas, right? Because it's not just talking to a whole bunch of Democrats that are wanting to be listened to. It's about talking to Republicans that drink the water or that are county commissioners downstream.

I am asking for a little nod of approval in the sense to and ask that I work with Kyle Harwood, anybody else, sort of the quorum that wants to work on this to draft one that addresses this same similar type of letter, but more aimed at water systems both in terms of

domestic water but also irrigation districts and everybody that uses water between here and Brownsville, Texas, that we can send to all of them to make them aware of this risk that starts just north of us but flows all the way down the Rio Grande.

CHAIR CASSUTT: I have no objections or concerns around working on that. Anybody else?

MR. PRADA: Madam Chair, if I may?

CHAIR CASSUTT: Yes, please.

MR. PRADA: I think that this is very preliminary, and so I think we should have our experts, GZI and folks look at this to see how it could actually directly affect BDD.

COMMISSIONER GREENE: I would love to hear that too. I consider us, yes, narrowly scoped to Buckman Direct, but also shepherds of our water upstream, downstream. And if we have the experts they can look at it beyond the scope of BDD. If they ruin the water in Española they're going to move to Santa Fe and drink your water, right? So if they ruin the water in Albuquerque or all the wells between here and around, we should be protecting that because we can't take on that impact here potentially.

But anyway, I agree with you. I would hope that we would be able to have a letter, if we have a hard deadline by the next meeting, to have a letter by the next meeting. If we have more time to report to this, then maybe it's a presentation and a future letter. So let's work within those parameters.

CHAIR CASSUTT: We'll go ahead and have that conversation as we have time to look into it and circle back.

COMMISSIONER GREENE: Great. Thank you.

CHAIR CASSUTT: Thank you. Member Schmidt-Petersen.

MEMBER SCHMIDT-PETERSEN: Yes, Madam Chair, just a little bit of notice. I'm unable to make the June meeting, and I coordinated with board member Ives, and he is also. So at least, from a citizen member standpoint for that meeting, there won't be anybody present. And, that's unfortunate, but I wanted to make you all aware.

CHAIR CASSUTT: Got it. Thank you. So everybody needs to show up even more. I'll show up virtually if I can't be here in person because we need a quorum.

9. Next Meeting: Thursday, June 4, 2026

10. Adjourn

Chair Cassutt declared this meeting adjourned at 4:39 p.m.

Approved by:

Jamie Cassutt, Board Chair

ATTEST TO

Geralyn Cardenas
City Clerk

Date: June 4, 2026
To: Buckman Direct Diversion Board
From: Matthew Sandoval, BDD Operations Superintendent *MS*
Subject: Update on BDD Operations for the Month of May 2026

ITEM:

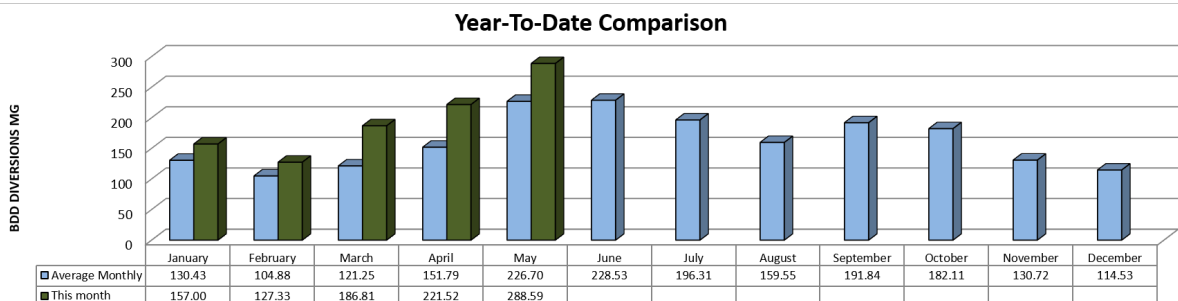
1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of May 2026. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:

	May	2026	2025
Raw water diversions		9.2 MGD	9.57 MGD
Raw water delivery to Las Campanas at BS2A		1.0 MGD	0.87 MGD
Drinking water deliveries through Booster Station 4A/5A		7.9 MGD	8.65 MGD

2. Water supply to the City and County from all sources.

	May	2026	2025
BDD		66.7 %	85 %
Canyon Rd WTP		23.8 %	8.1 %
City Wells		6.8%	6.9 %
Buckman Wells		2.7%	0%

3. The BDD year-to-date diversions are depicted below:



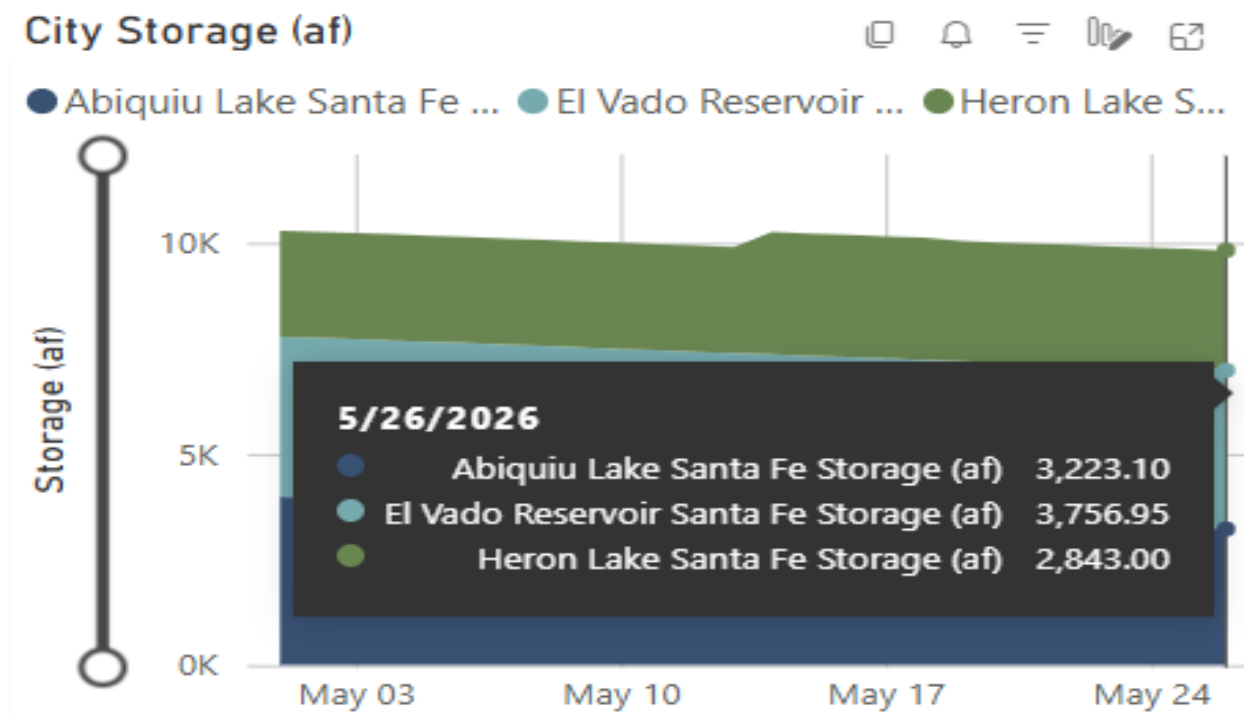


Regional Water Overview

Daily metered regional water demand for the month averaged approximately: 10.4 MGD

Rio Grande flows averaged approximately: 298 CFS (cubic feet per second)

City/County/Las Campanas Storage- as updated by partners. As of May 26, 2026 City of SF Abiquiu SJC storage is at about 3223.10 AF.



Regional Water Supply

CRWTP reservoir storage: Nichols: 73.03% McClure: 38.8% Watershed Inflow: 1.20 MGD

- Santa Fe SNOTEL
 - Cumulative snow Water/Equiv. Inches 0.0
 - Cumulative Snow in Depth in Inches 0.0



Current Rio Grande Watershed Snowpack Storage Data:

The current (5/21/26) Upper Rio Grande Basin Index is 1% of the historic median value for Snow Water Equivalent (SWE) and 86% of the historic median value for precipitation, primarily due to late fall rain events. This suggests that, while total precipitation in this basin has been near average for the water year starting October 1, the snowpack remains historically low and will likely result in reduced spring runoff and summer flows if it is not supplemented by strong monsoonal rain events.

Source: <https://wcc.sc.egov.usda.gov/reports>

Current El Niño Southern Oscillation (ENSO) Status Summary

At the time this report is being prepared (5/21/26) NOAA is reporting continued ENSO-neutral conditions but has issued an El Niño watch. Sea surface temperatures are near average in the central equatorial Pacific, with above average temperatures in the western and eastern equatorial Pacific (+0.5°C and +1.0°C, respectively). NOAA is forecasting an 82% chance that El Niño conditions will develop in May-July.

Source: cpc.ncep.noaa.gov

Seasonal Precipitation and Temperature Outlooks:

The current NOAA one-month forecast is leaning toward above normal precipitation, with above average temperatures also likely for the region. Both the current NOAA three-month precipitation outlook and the three-month temperature forecast are leaning toward above normal for the region. Maps of one- and three-month temperature and precipitation forecasts are provided below.

Source: <https://www.cpc.ncep.noaa.gov>

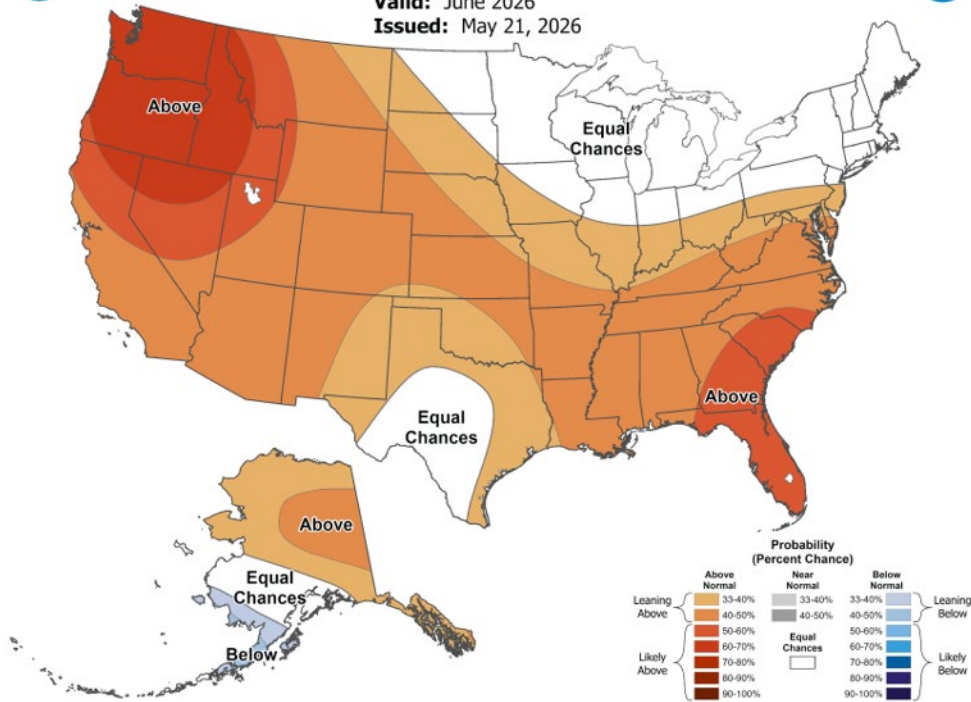
Summary/Interpretation

Minimal snowpack remains in the Upper Rio Grande Basin and the historically low spring runoff is complete or nearly so (see attached graph of flow at the Otowi Gage). The historically low snowpack likely result in low native Rio Grande flows and a San Juan Chama Project allocation that is less than 100%. The one- and three-month precipitation outlooks are more promising, with a shift to El Niño conditions potentially resulting in higher-than-normal precipitation during summer monsoons.



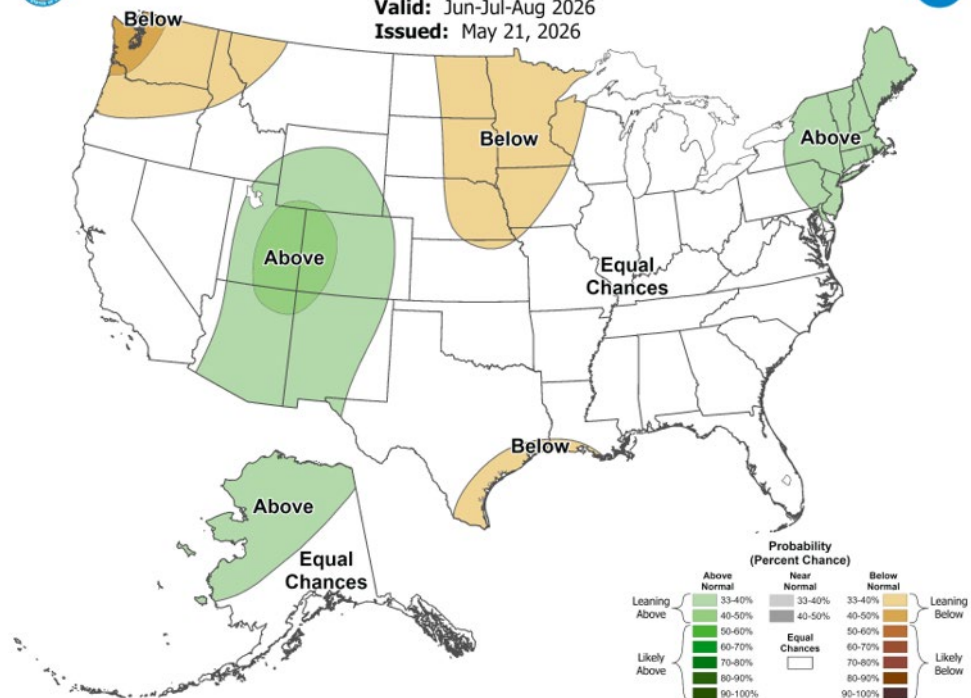
Monthly Temperature Outlook

Valid: June 2026
Issued: May 21, 2026



Seasonal Precipitation Outlook

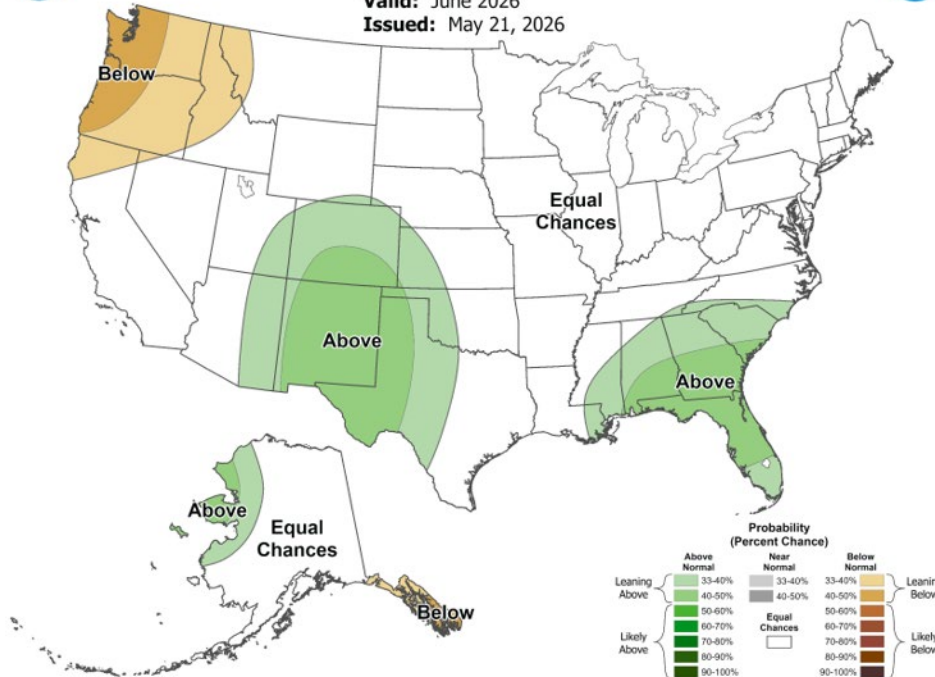
Valid: Jun-Jul-Aug 2026
Issued: May 21, 2026





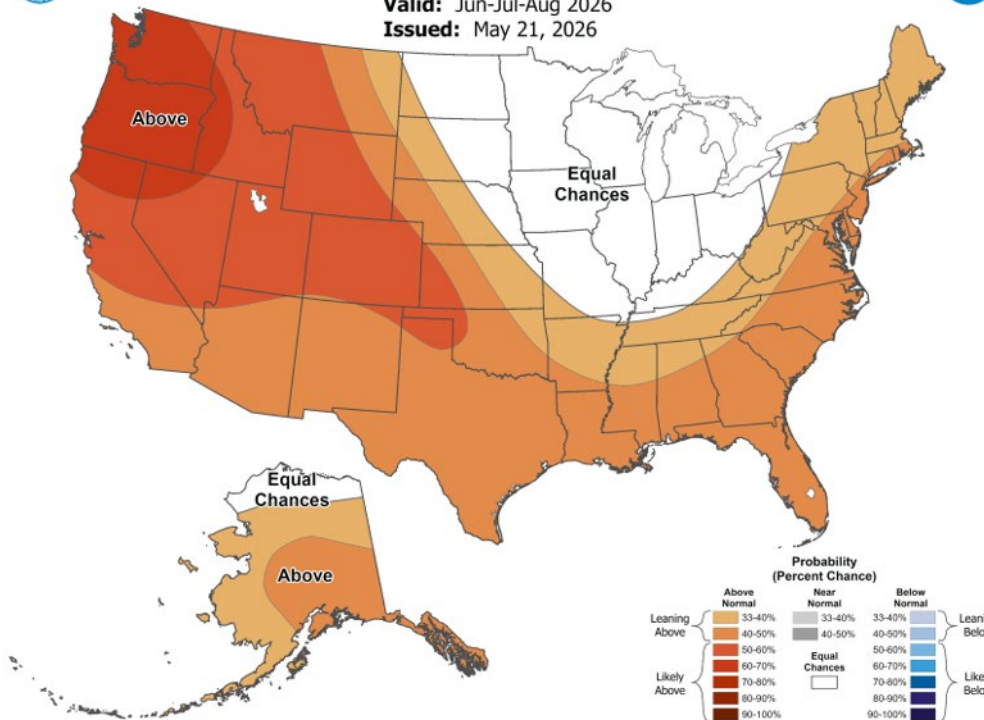
Monthly Precipitation Outlook

Valid: June 2026
Issued: May 21, 2026



Seasonal Temperature Outlook

Valid: Jun-Jul-Aug 2026
Issued: May 21, 2026



Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)

	Total Diverted	Total Native Diverted	County Native Rio Grande Diversions				TCLC Native Rio Grande Diversion				San Juan-Chama Diversions			
			Total County Native Diverted	County Native 4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al. A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al. -A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-02847-N into SP-4842-A1-T Diverted
2026 Jan	496.024	380.983	380.983	0.000	0.000	0.000	0.000	0.000	0.000	115.041	115.041	0.000	0.000	
Feb	412.395	283.548	283.548	0.000	0.000	0.000	0.000	0.000	0.000	128.846	128.846	0.000	0.000	
Mar	711.799	492.784	492.784	0.000	0.000	0.000	0.000	0.000	0.000	185.415	185.415	0.000	33.600	
Apr	679.891	679.891	679.891	0.000	0.000	372.384	106.292	0.000	0.000	0.000	0.000	0.000	0.000	
May	732.172	48.013	48.013	0.000	0.000	0.000	48.013	0.000	0.000	684.159	684.159	0.000	0.000	
Total	3,032.280	1,885.219	1,885.219	0.000	0.000	372.384	154.305	0.000	0.000	1,147.061	1,113.461	0.000	33.600	
Max Allowable		2,440.368	2,174.204	0.000	0.000	372.384	443.290	0.000	69.804	7,454.125	6,406.750	459.375	588.000	
Remaining		555.149	288.985				288.985		69.804	6,307.064	5,293.289	459.375	554.400	

Projected Diversions (ac-ft)

	Total Diverted	Total Native Diverted	Total County Native Diverted	County Native 4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al. A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al. -A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-02847-N into SP-4842-A1-T Diverted
Jul	550	0	0	0	0	0	0	0	0	0	550	550	0	0
Aug	450	0	0	0	0	0	0	0	0	0	450	390	0	60
Sep	500	0	0	0	0	0	0	0	0	0	500	460	0	40
Oct	680	50	50	0	0	0	50	0	0	0	630	610	0	20
Nov	520	125	125	0	0	0	125	0	0	0	395	375	0	20
Dec	530	125	125	0	0	0	114	0	0	0	405	405	0	0
Total Projected	4,020	300	300	0	0	0	289	0	0	0	3,720	3,580	0	140

Data is current as of 5/28/2026



Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)

	Total Diverted	Total Native Diverted	County Native Rio Grande Diversions					TCLC Native Rio Grande Diversion			San Juan-Chama Diversions			
			Total County Native Diverted	County Native SP-4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al. -A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al. -A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-02847-N into SP-4842-A1-T Diverted
2025 Jan	326.141	123.689	123.689	123.689	0.000	0.000	0.000	0.000	0.000	0.000	202.453	202.453	0.000	0.000
Feb	313.427	28.205	28.205	28.205	0.000	0.000	0.000	0.000	0.000	0.000	285.223	285.223	0.000	0.000
Mar	563.860	257.038	257.038	257.038	0.000	0.000	0.000	0.000	0.000	0.000	306.823	306.823	0.000	0.000
Apr	677.035	471.649	471.649	471.649	0.000	0.000	0.000	0.000	0.000	0.000	205.388	205.388	0.000	0.000
May	918.542	292.560	292.560	292.560	0.000	0.000	0.000	0.000	0.000	0.000	625.983	625.983	0.000	0.000
Jun	754.206	62.214	62.214	62.214	0.000	0.000	0.000	0.000	0.000	0.000	691.993	691.993	0.000	0.000
Jul	748.447	35.193	35.193	35.193	0.000	0.000	0.000	0.000	0.000	0.000	713.256	713.256	0.000	0.000
Aug	446.168	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	446.169	446.169	0.000	0.000
Sep	418.331	65.790	65.790	65.790	0.000	0.000	0.000	0.000	0.000	0.000	352.542	352.542	0.000	0.000
Oct	304.622	148.107	148.107	148.107	0.000	0.000	125.915	0.000	0.000	0.000	156.516	156.516	0.000	0.000
Nov	301.012	282.448	282.448	282.448	0.000	0.000	246.469	35.979	0.000	0.000	18.565	0.000	0.000	18.565
Dec	425.163	425.164	425.164	425.164	0.000	0.000	0.000	425.164	0.000	0.000	0.000	0.000	0.000	0.000
Total	6,196.954	2,192.057	2,192.057	2,192.057	0.000	0.000	372.384	461.143	0.000	0.000	4,004.911	3,986.345	0.000	18.565
Max Allowable		2,440.368	2,224.234	1,358.530	0.000	0.000	372.384	493.320	0.000	216.134	7,362.500	6,407.000	0.000	588.000
Remaining		248.311	32.177					32.177		69.804	3,357.589	2,420.655		569.435

Projected Diversions (ac-ft)

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SJC in Storage as of Thursday, January 1, 2026 (ac-ft)

City SJC in Storage		TCLC SJC in Storage
10,558	1,003	1,109





Date: June 4, 2026

To: BDD Board

From: Bradley Prada, BDD Facilities Manager

Re: BDD Facilities Manager Monthly Update to the BDD Board

This report outlines current progress on key facility projects, procurement, and staffing as of June 2026. Updates include the advancement of Major Repair and Replacement (MR&R) projects and continued progress on the Design/Rebuild project.

- **Major Repair and Replacement (MR&R) Fund.**

Following up on last month's report regarding the centrifuge failure, the unit has now been shipped out for repair. The rebuild is expected to take approximately four weeks, followed by about a week to coordinate logistics and transit. We anticipate its return in early to mid-July, and I will continue to provide key updates as the project progresses.

- **Design/Build project**

The rebuild team comprising WWE, AECOM, and BDD staff has been working with the RFQ respondents and will provide updates appropriately as the process moves forward. We recently hosted a pre-proposal meeting and a site visit with multiple offerors to kick off this multi-step RFQ process.

- **Current Job Vacancy Updates**

BDD personnel are collaborating closely with City HR staff to fill open positions. Notably on a positive note, Eric Armstrong, our Automation and Security Administrator, has reached his retirement milestone. His last day with BDD will be June 30th, and we thank him for his dedicated service.

<u>Title</u>	<u>Status</u>
Accounting Manager	Posted, closes 6/26/26
Operations Superintendent	Posted, closes 6/15/26
Administrative Assistant	Posted, Closes 6/15/26
PUD Operator Ladder	Process for posting started
Automation & Security Administrator	Process for posting started
Journeyman Electrician	Waiting on reclass





City of Santa Fe Water Annual Update 2026

Outline

- Current System
 - Potable water resources
 - Non potable water resource
- SF Water Past
 - Demand Growth
 - Groundwater Extraction
 - Conservation
 - Preferential Surface Water Use
- 2025 Highlights
 - Annual Report & Newsletter
 - Production
 - Reservoir Storage
 - WRI
 - Rate Increase & Structure Change
- The Next Big Thing
 - Planning that got us here
 - SJC Return Flow Project
- What's Up With Water?

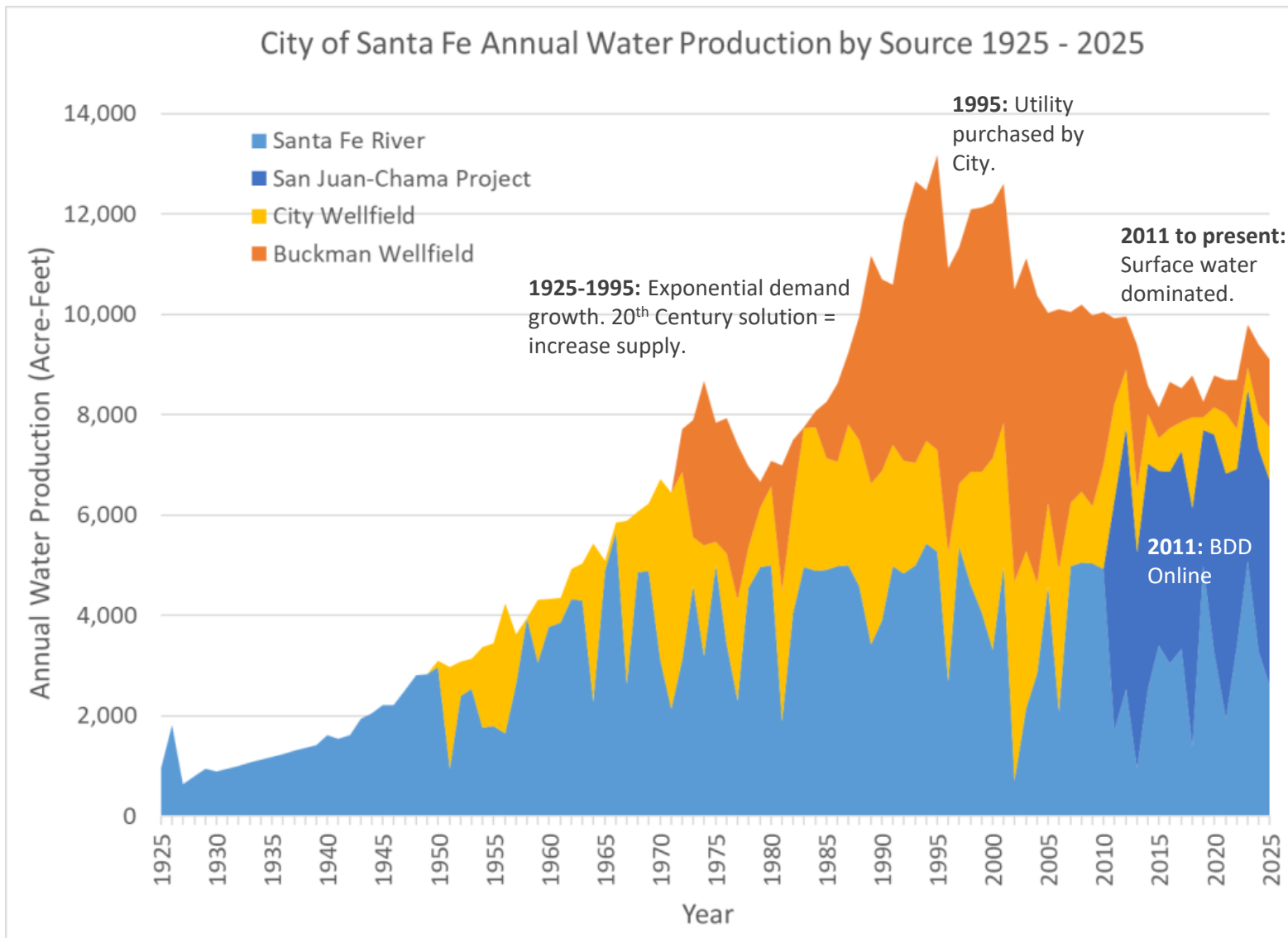


The System

- 4 Potable Sources
 - Santa Fe River
 - City Wells
 - Buckman Wells
 - BDD
- BDD jointly owned
 - City
 - County
 - Las Campanas
- San Juan Chama
 - City diverts Colorado River water from the Rio Grande at BDD
- Non-potable resource

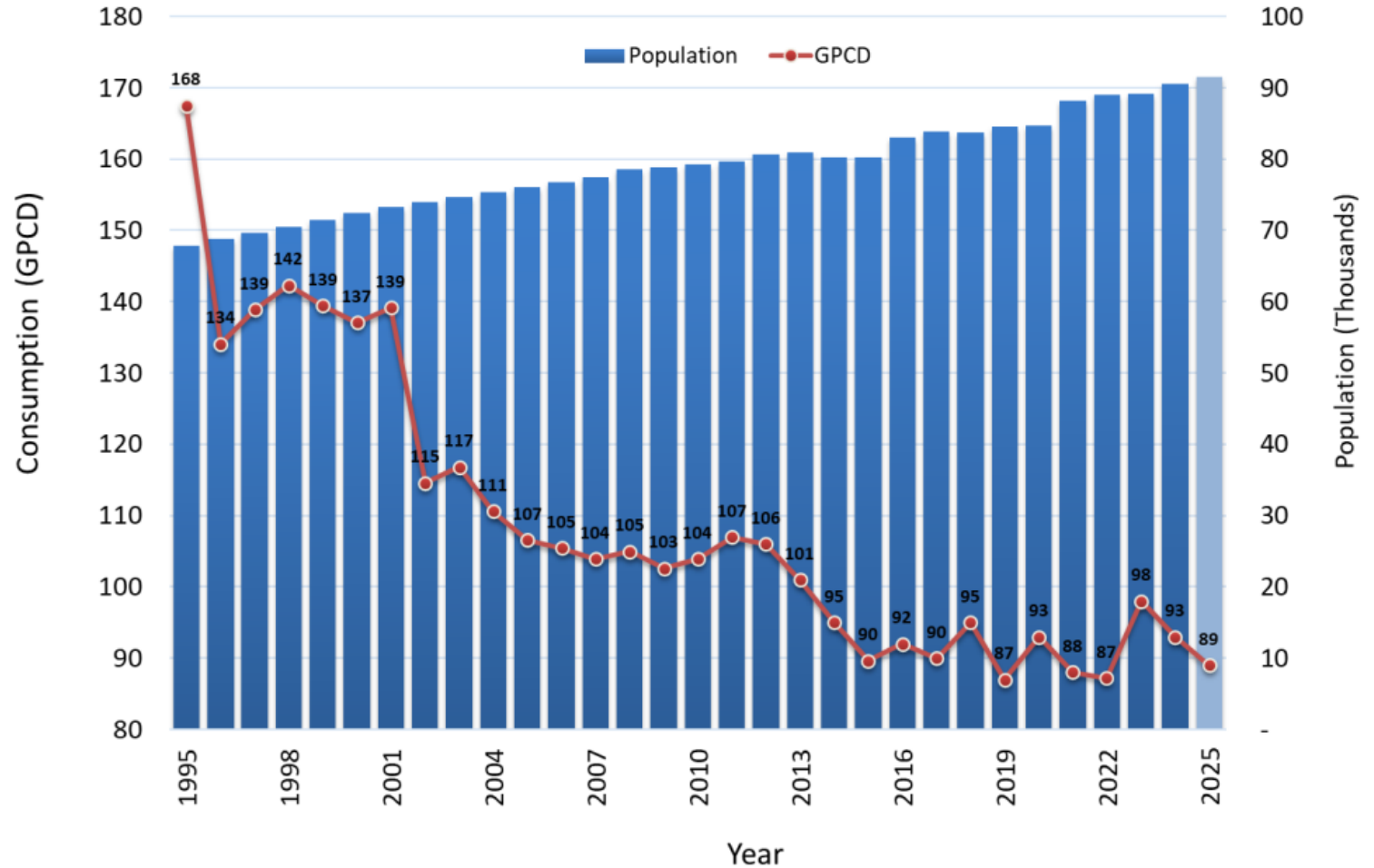


CoSF Water Past: A Picture Is Worth...

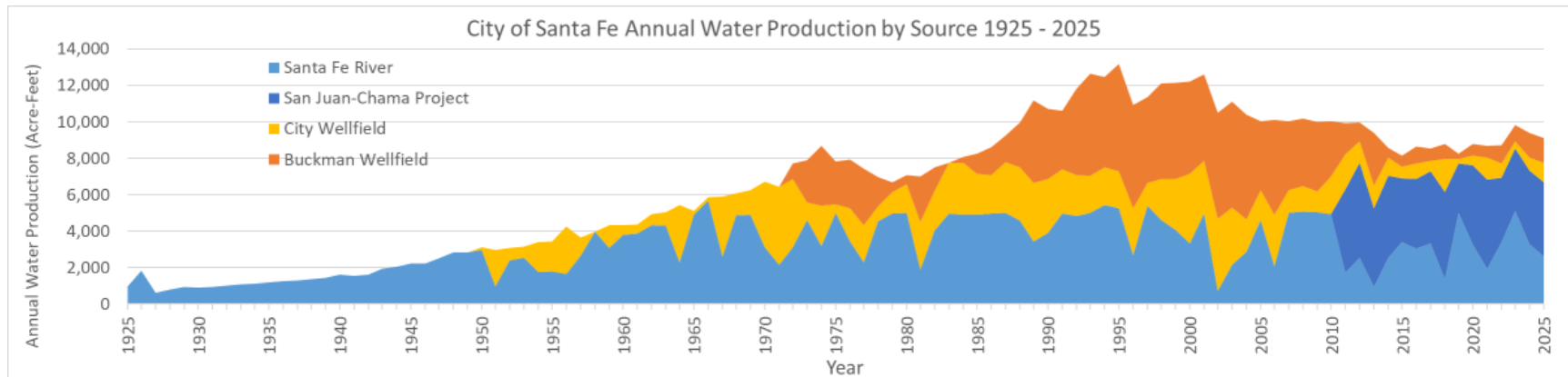


Water Conservation Success

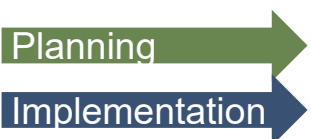
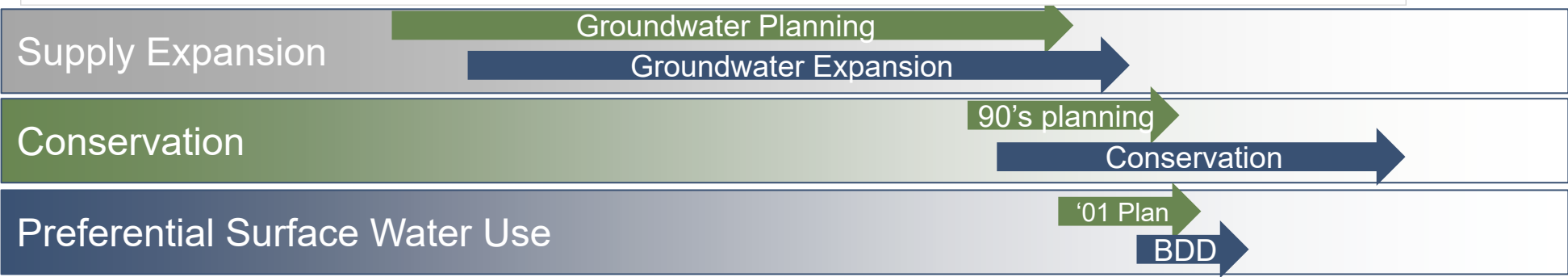
Population and GPCD



The City of Santa Fe's Evolving Water Supply

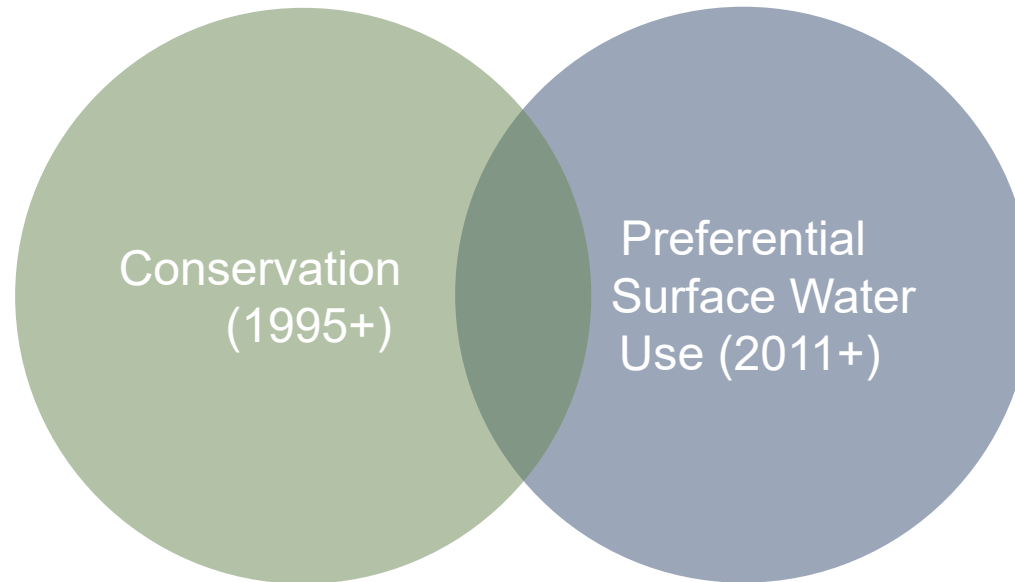


Paradigms

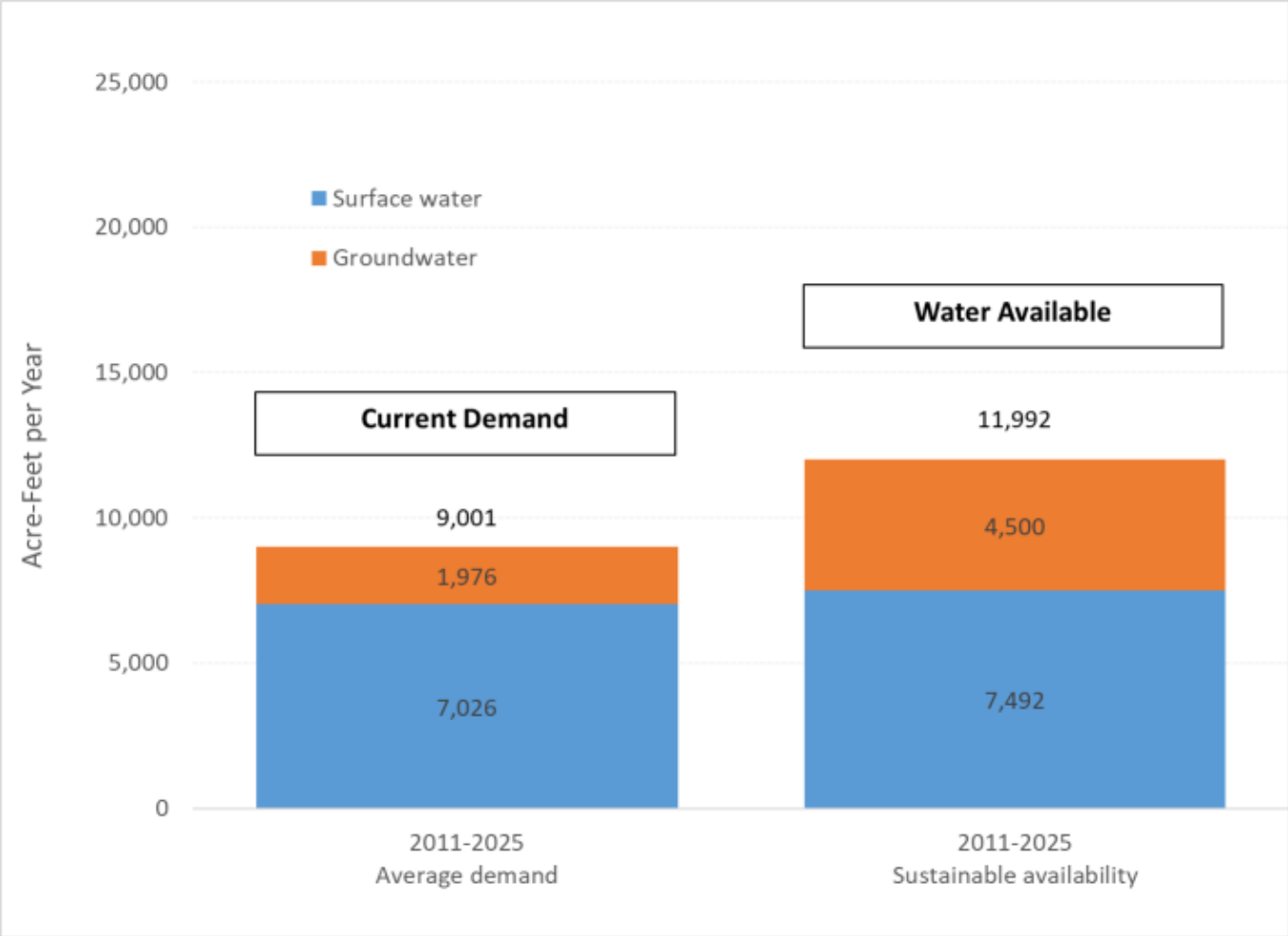


Two water management paradigm shifts 1995 - 2011

Conservation and Preferential Surface Water Use



Current Demand and Supply (average of last 15 years)



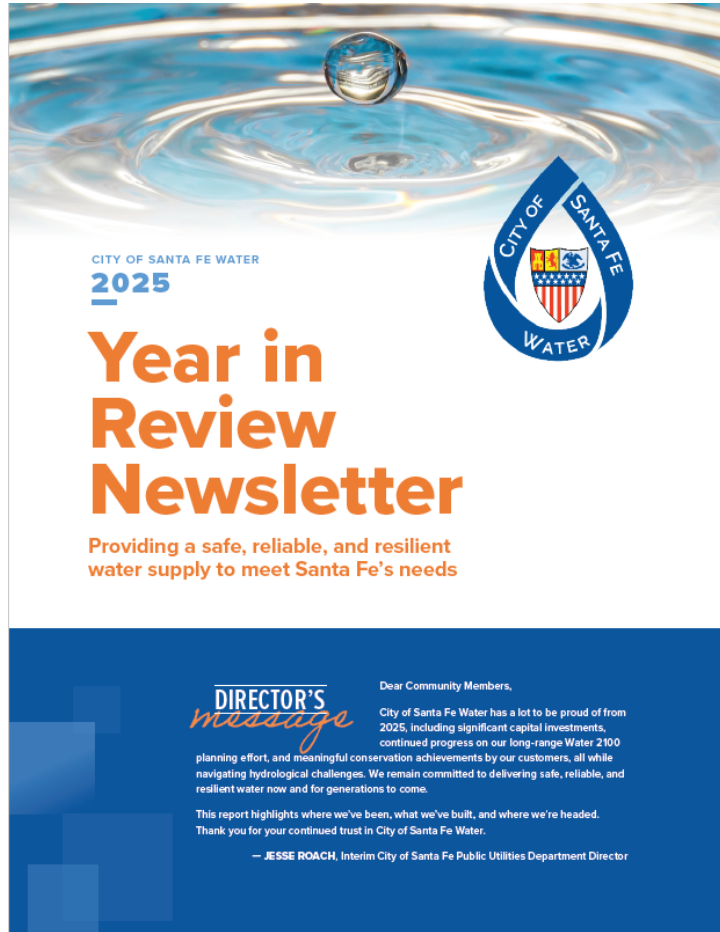
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2025 City of Santa Fe Water Newsletter and Annual Report

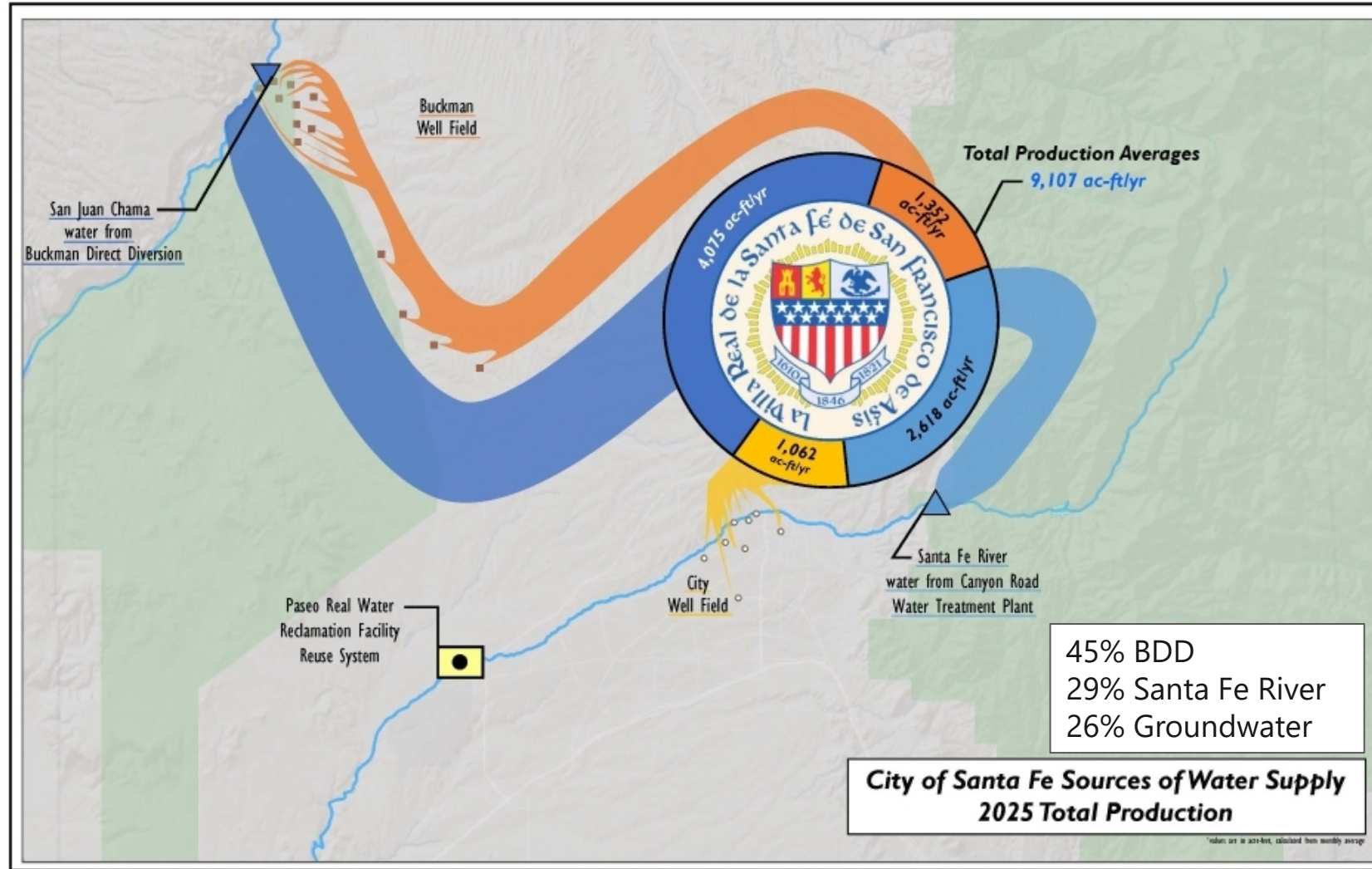
Available at <https://santafenm.gov/water>



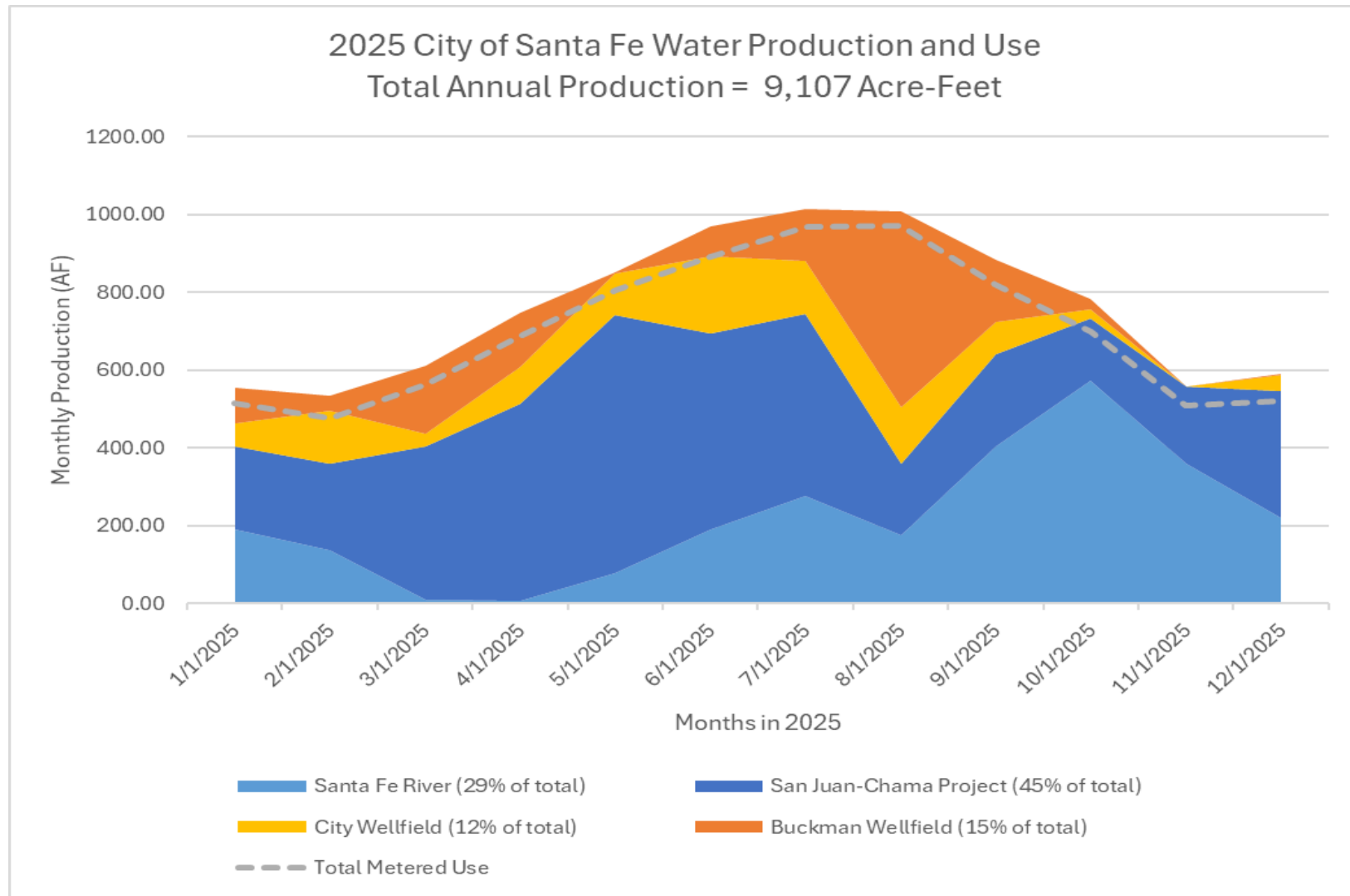
- First year trying newsletter format
- Newsletter is 8 pages focused on 2025 highlights
- Annual report, which meets code requirements is 16 pages of information that doesn't change much from year to year



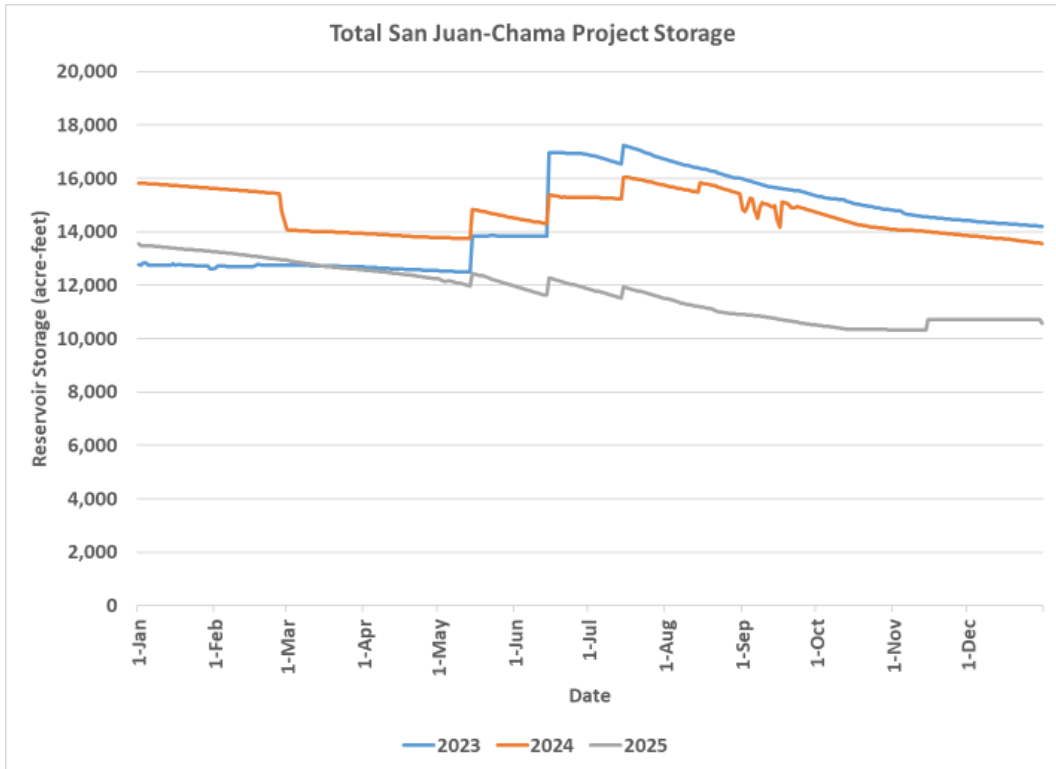
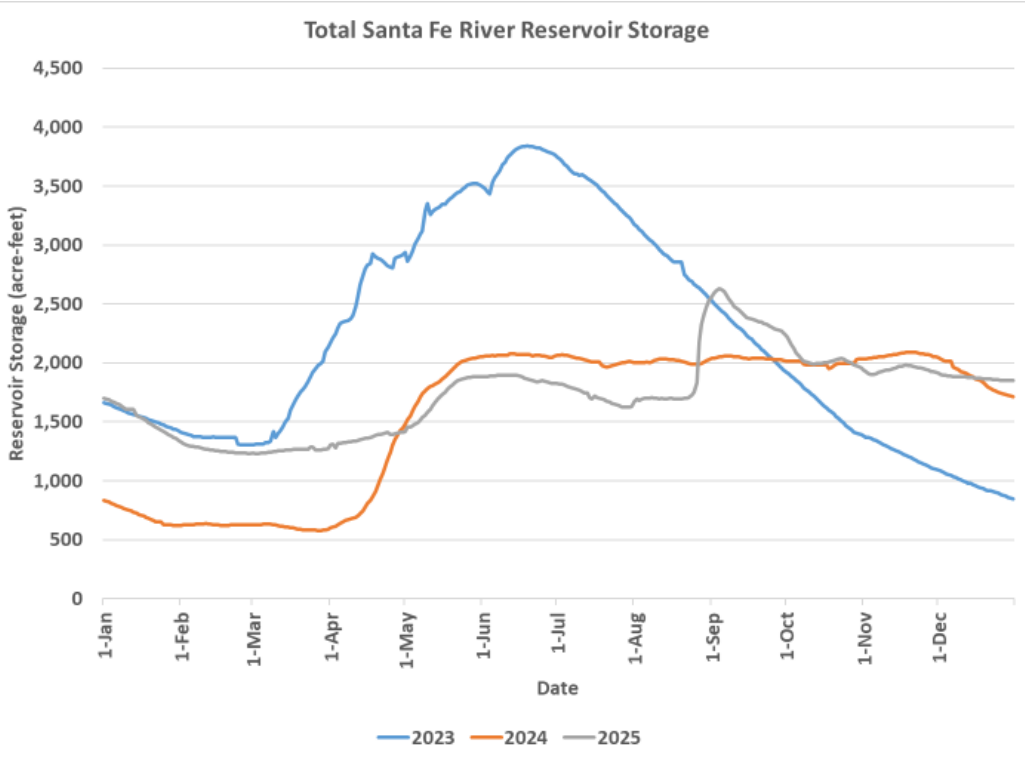
2025 Sources of supply



2025 Water Production and Use



2025 Reservoir Storage

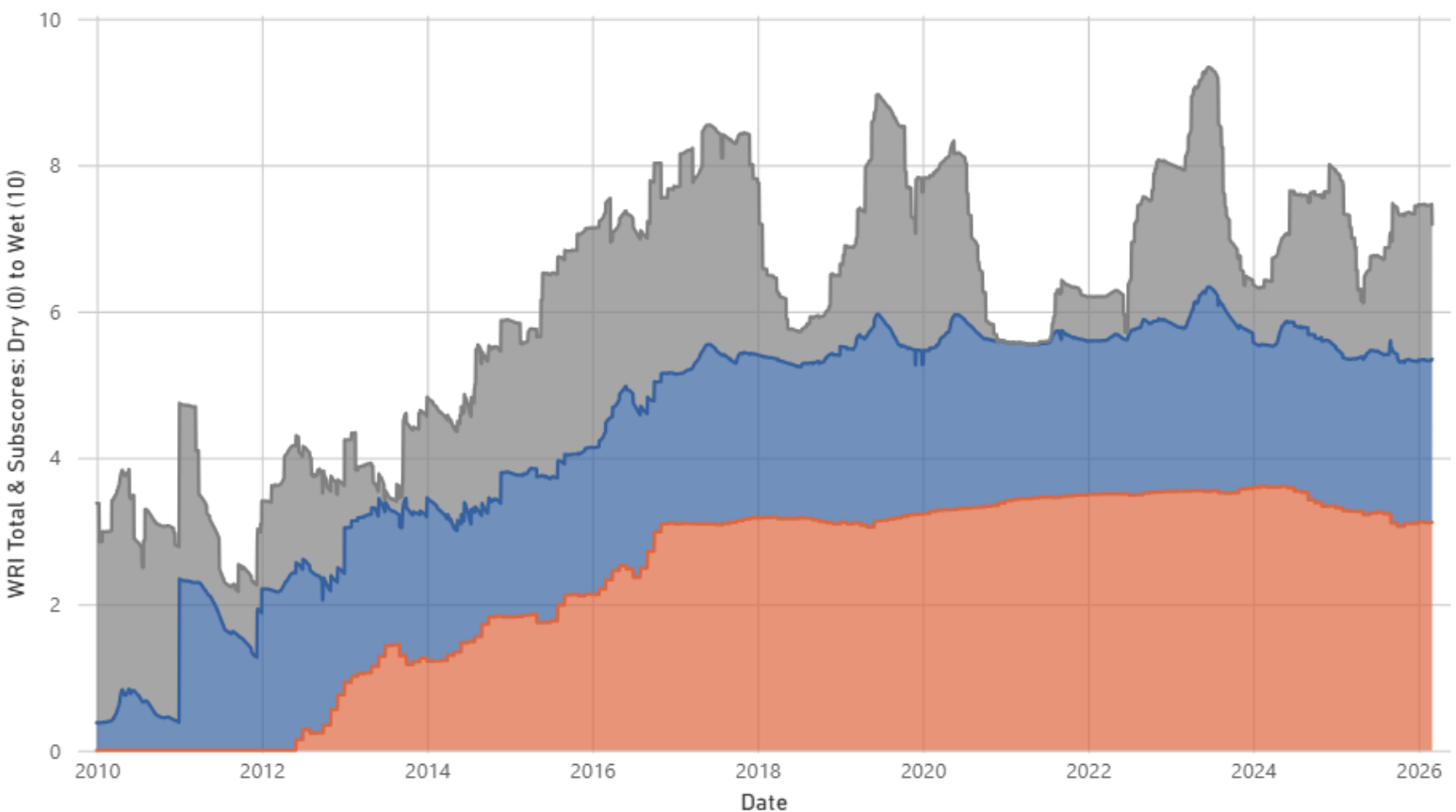


Water Resources Indicator

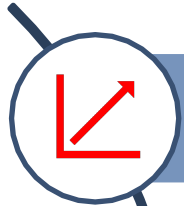
Combination of groundwater availability (40%), surface water availability (30%), and regional drought (30%)

WRI Daily Total Score as Sum of Weighted Subscores (Stacked)

● Groundwater Subscore [0 - 4] ● Surface Water Subscore [0 - 3] ● Drought Monitor Subscore [0 - 3]



1st of 5 Annual Water Rate Increases Went into Effect in February



General cost inflation rose 41% between 2013 and 2024.



Large capital projects necessary to continue to provide reliable service.



Water rates unchanged since 2013.



Increase to the average residential bill of approximately \$2 per month for 5 years

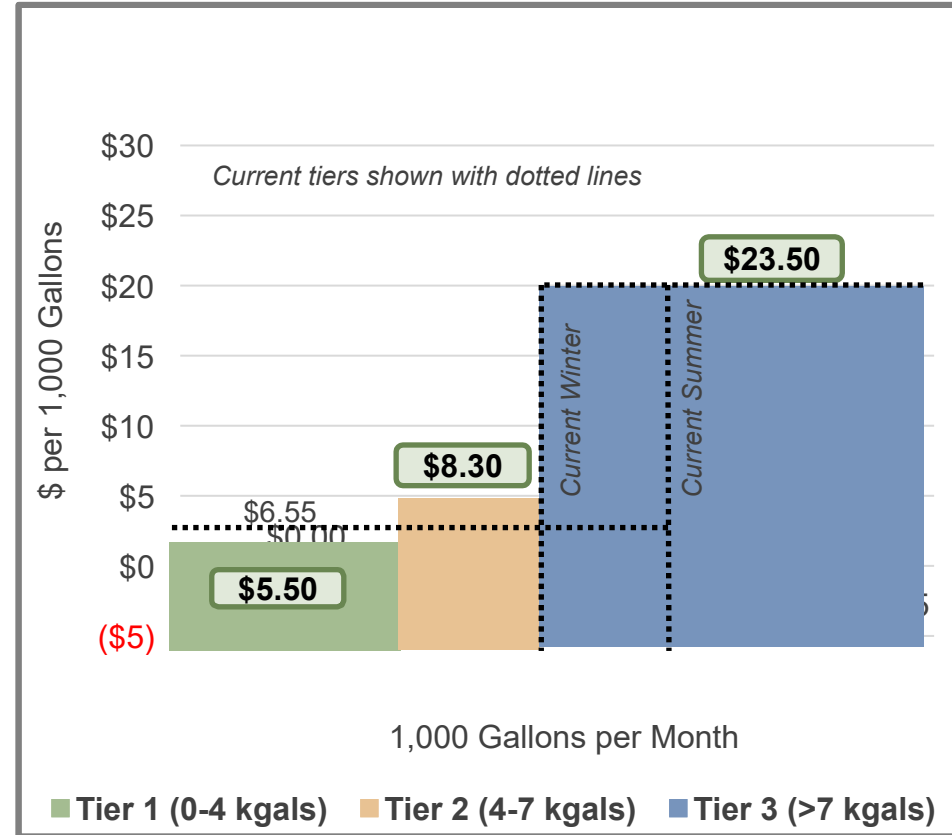
New Tier Being Added to Residential Rate Structure

Fixed 3-Tier Residential Structure (currently seasonally varying 2-Tier Structure)

- January 2027 Implementation

Volume Charge

- Introduces a discounted 1st tier; rewards water conservation and increases affordability for “lifeline” usage
- New 2nd tier incentivizes conservation
- 3rd tier goes into effect at 7000 gallons year-round (Currently shifts to 10,000 gallons May-August)
- Usage tiers fixed throughout the year; simplifying bills



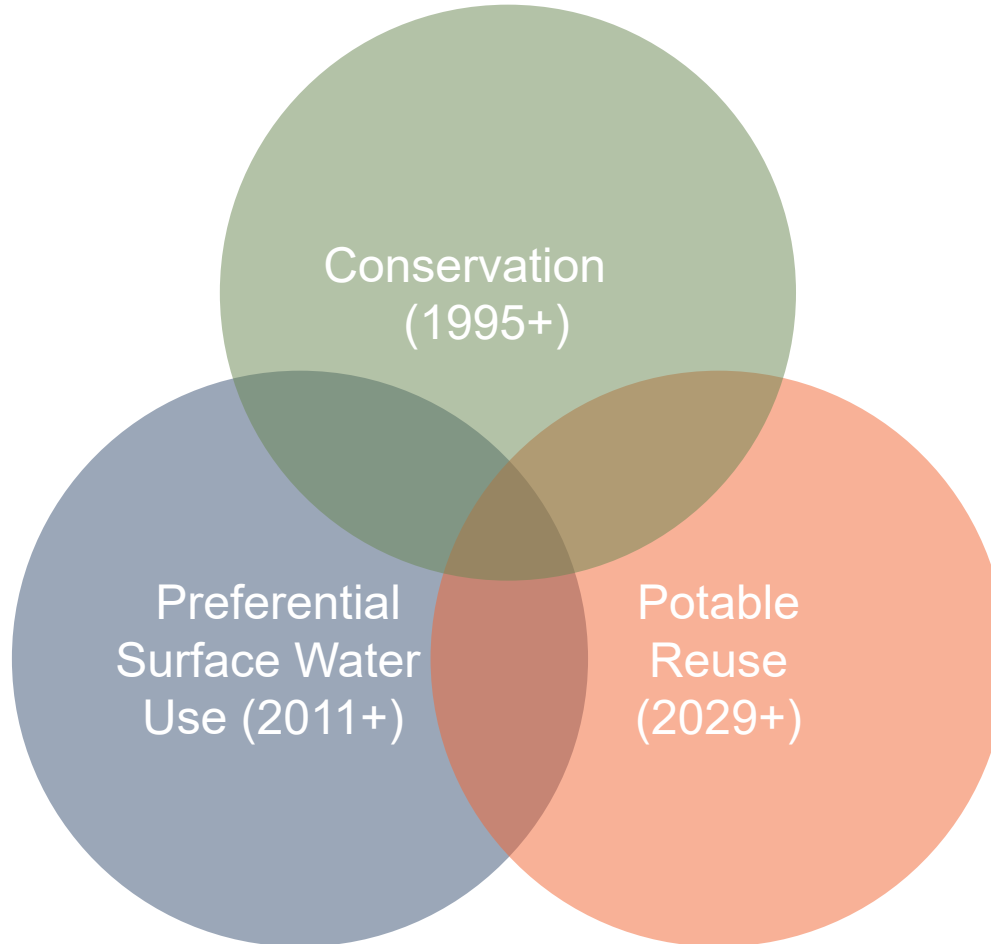
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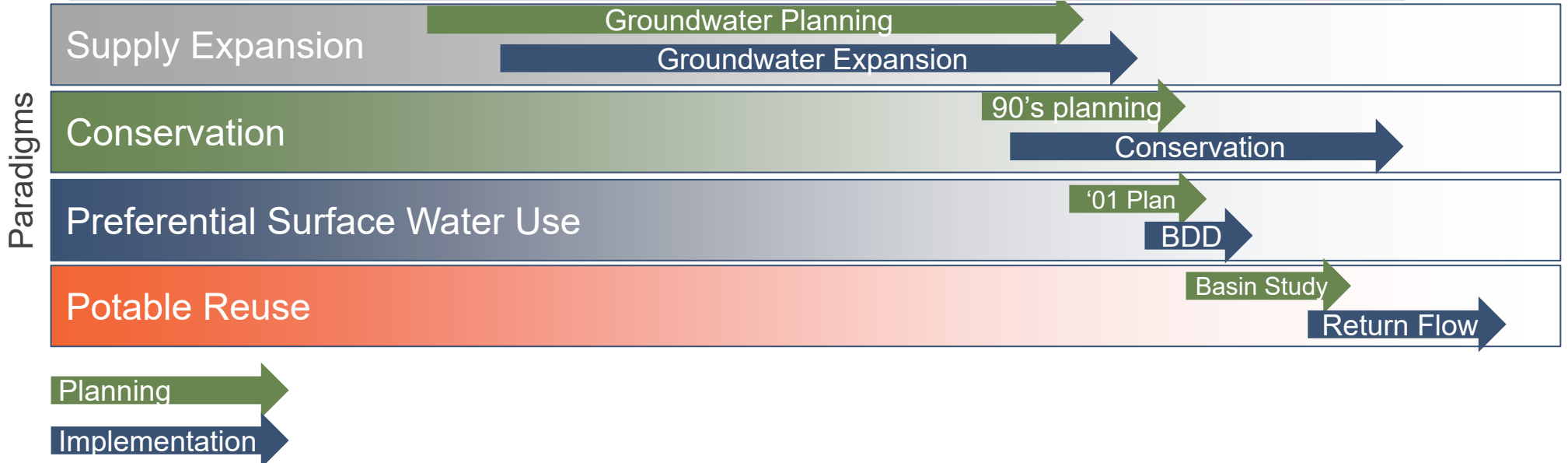
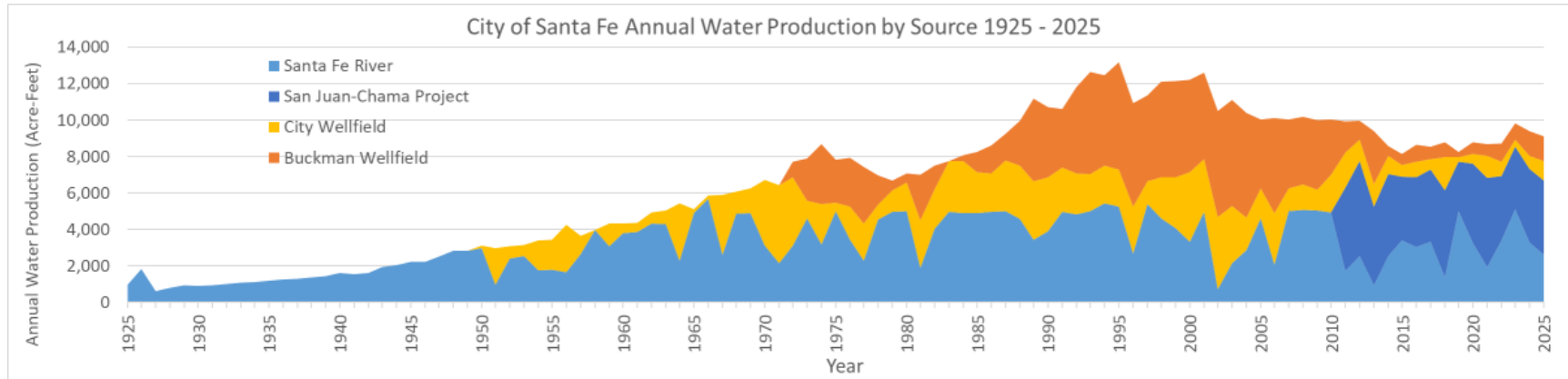


The Next Big Thing: Potable Reuse

The third big paradigm shift for CoSF Water is (indirect) potable reuse of effluent



The City of Santa Fe's Evolving Water Supply





Planning efforts that brought us to potable reuse

Santa Fe Basin Study

Adaptations to Projected Changes in Water Supply and Demand

Santa Fe Basin, New Mexico




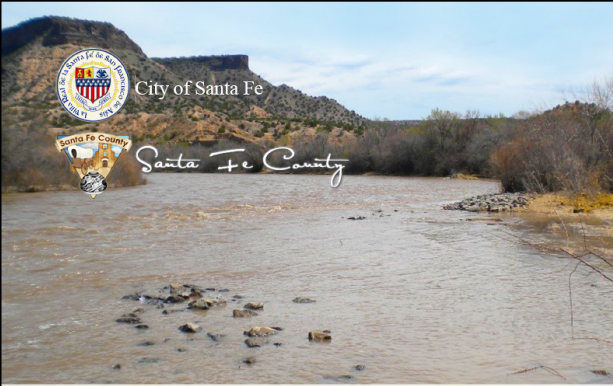
U.S. Department of the Interior
Bureau of Reclamation
Upper Colorado Region
Albuquerque Area Office

City of Santa Fe
Water Division
Water Resources and
Conservation Section

Santa Fe County
Utilities Division


August 2015

2015



Santa Fe Water Reuse Feasibility Study

FINAL • APRIL 2017



U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RECLAMATION
Managing Water in the West

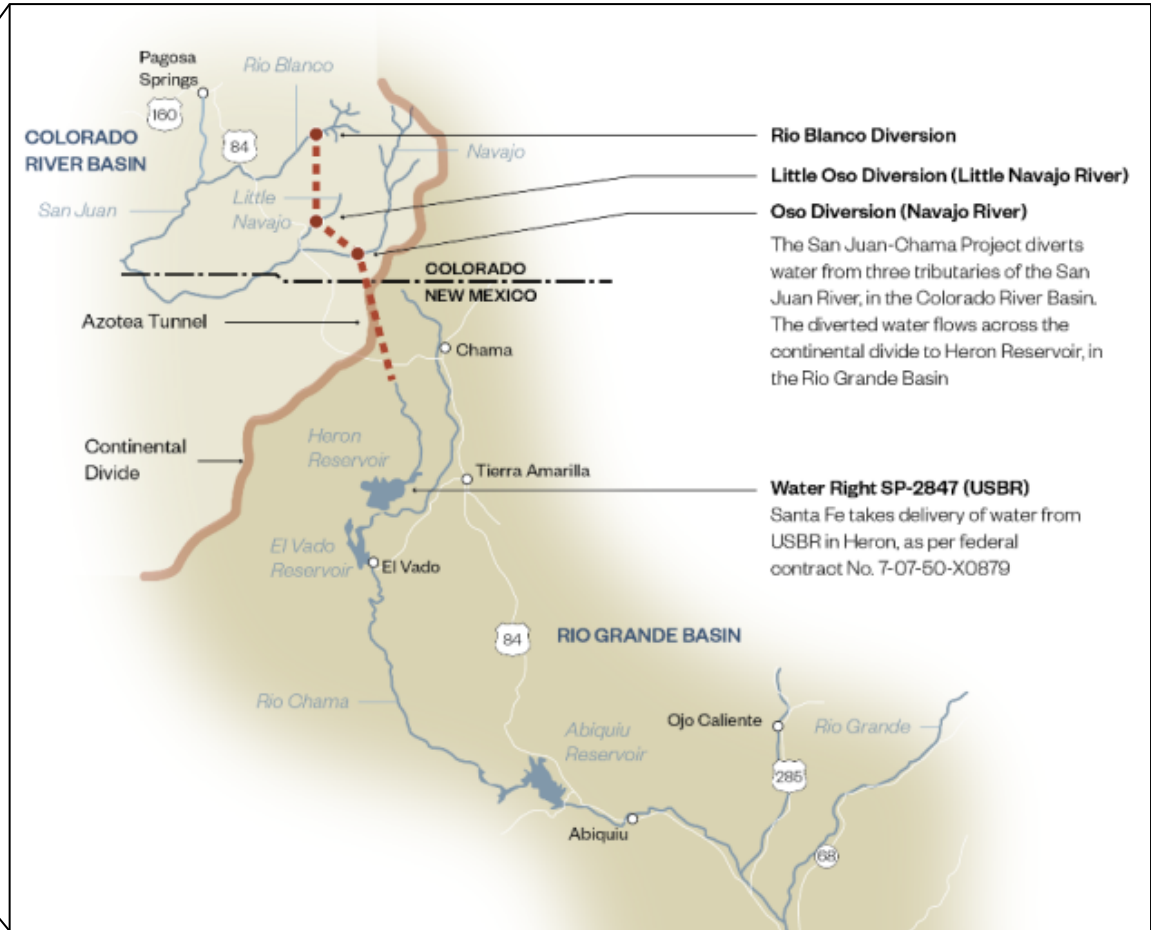
carollo
Engineers... Working Wonders With Water®

2017

First planning to consider climate change

San Juan Chama Project

City diverts Colorado River (San Juan – Chama Project) water directly from Rio Grande



San Juan-Chama Return Flow Project

1

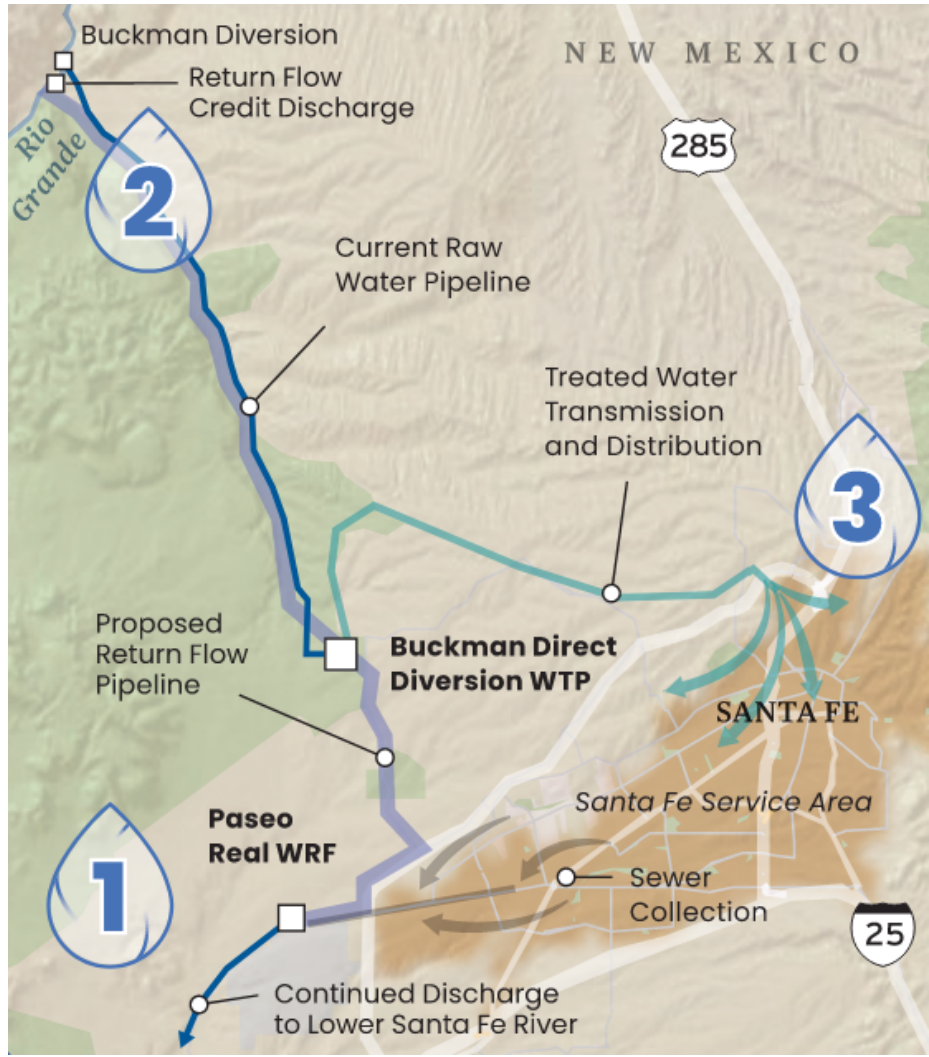
Build a new pipeline to take the SJC portion of the City's treated wastewater from the Paseo Real Water Reclamation Facility for discharge to the Rio Grande downstream of the existing BDD.

2

Receive return flow credit from the New Mexico Office of the State Engineer (OSE) for the unconsumed SJC water that is returned to the Rio Grande, allowing for diversion of additional supply from BDD.

3

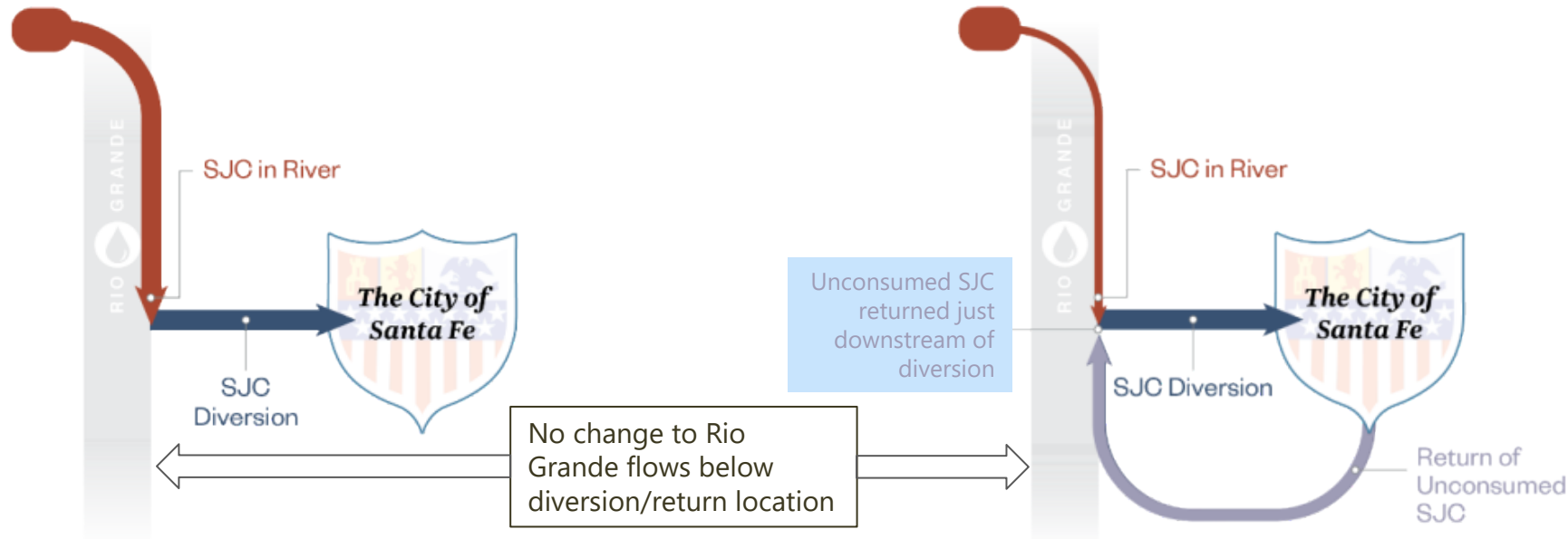
The project will utilize existing water rights and BDD infrastructure. It will increase the City's water supply and our resilience to surface water shortages, drought, climate change, wildfire, and Rio Grande Compact constraints.



San Juan Chama Return Flow Project

Full consumption of SJC water

- Goal: Achieve full consumption of San Juan Chama (SJC) water by getting credit for returning unconsumed SJC water to the Rio Grande.

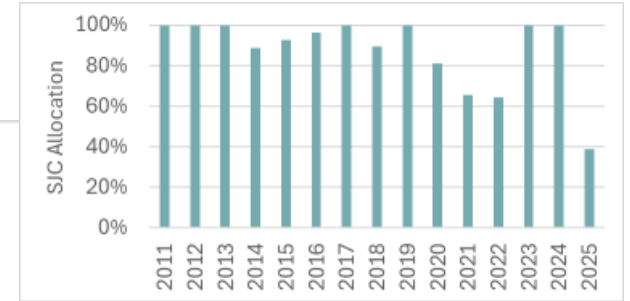
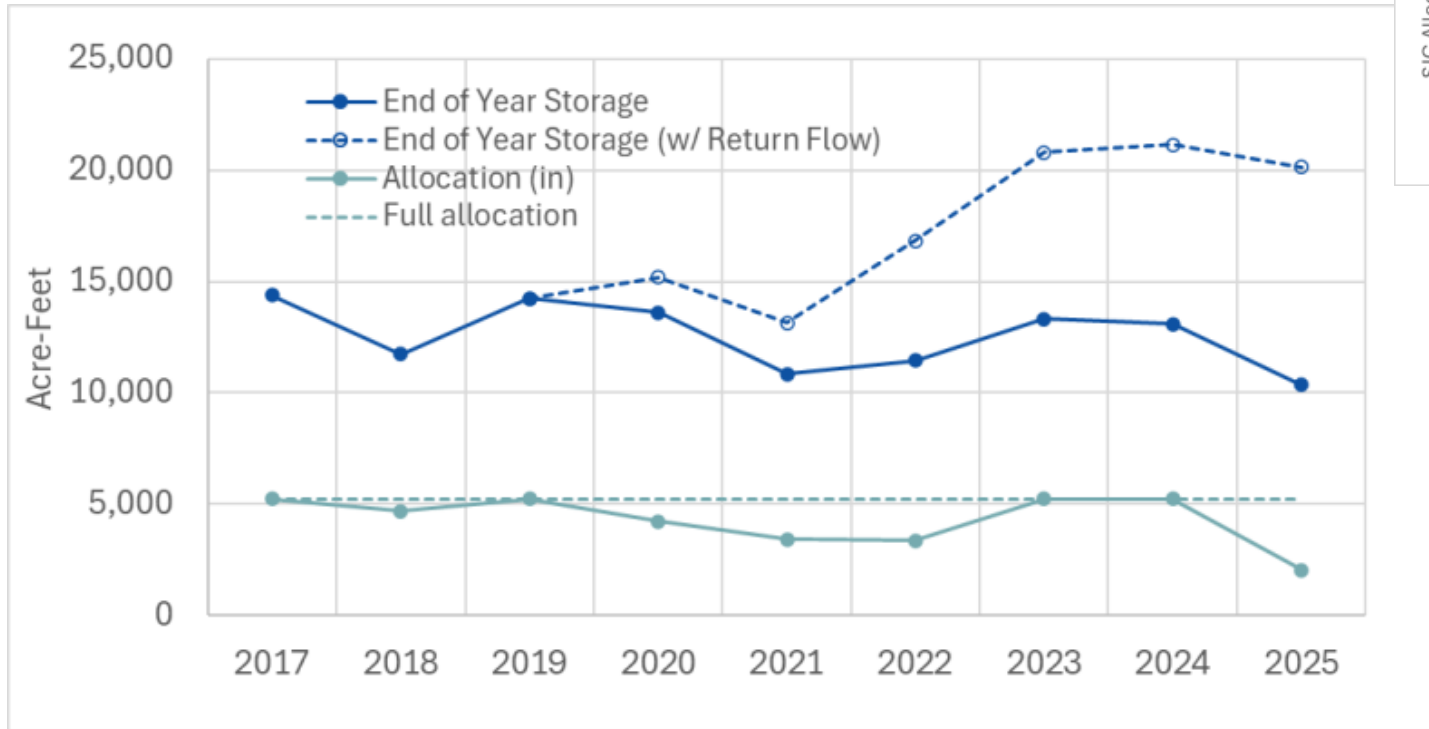


Current: all diversions at BDD from upstream reservoir releases

With project: same diversions at BDD with less release from upstream reservoirs. River "made whole" with effluent return.



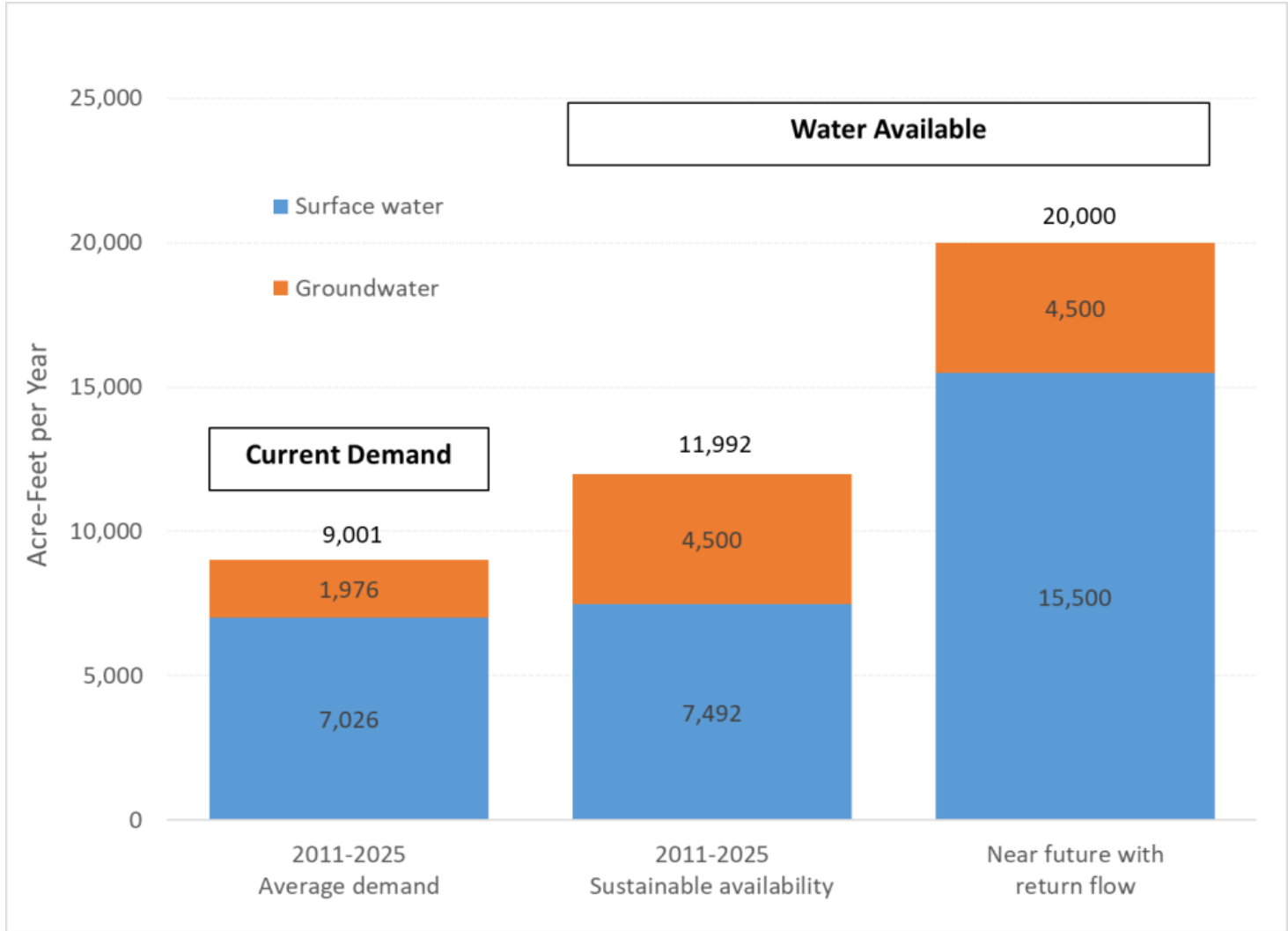
San Juan-Chama Storage, With Hypothetical Return Flow Starting in 2020



Hypothetical Return Flow Period (lowest allocations)



Adding (indirect) Potable Reuse to our Paradigm Quiver




What's Up With Water?

In the interest of time, not discussing the current status of long-range water resources planning here

Recently Jesse Roach, Interim Public Utilities Director, gave a longer talk called What's Up with Water? It discusses our long-range planning in detail, the recording is available at <https://santafenm.gov/water>



← ↻ 🏠 🔒 <https://santafenm.gov/public-utilities/water>

 Living Here | City Team | Government | Sustainability | Services | 🔍 🌐 English

What's Up With Water Returns April 30

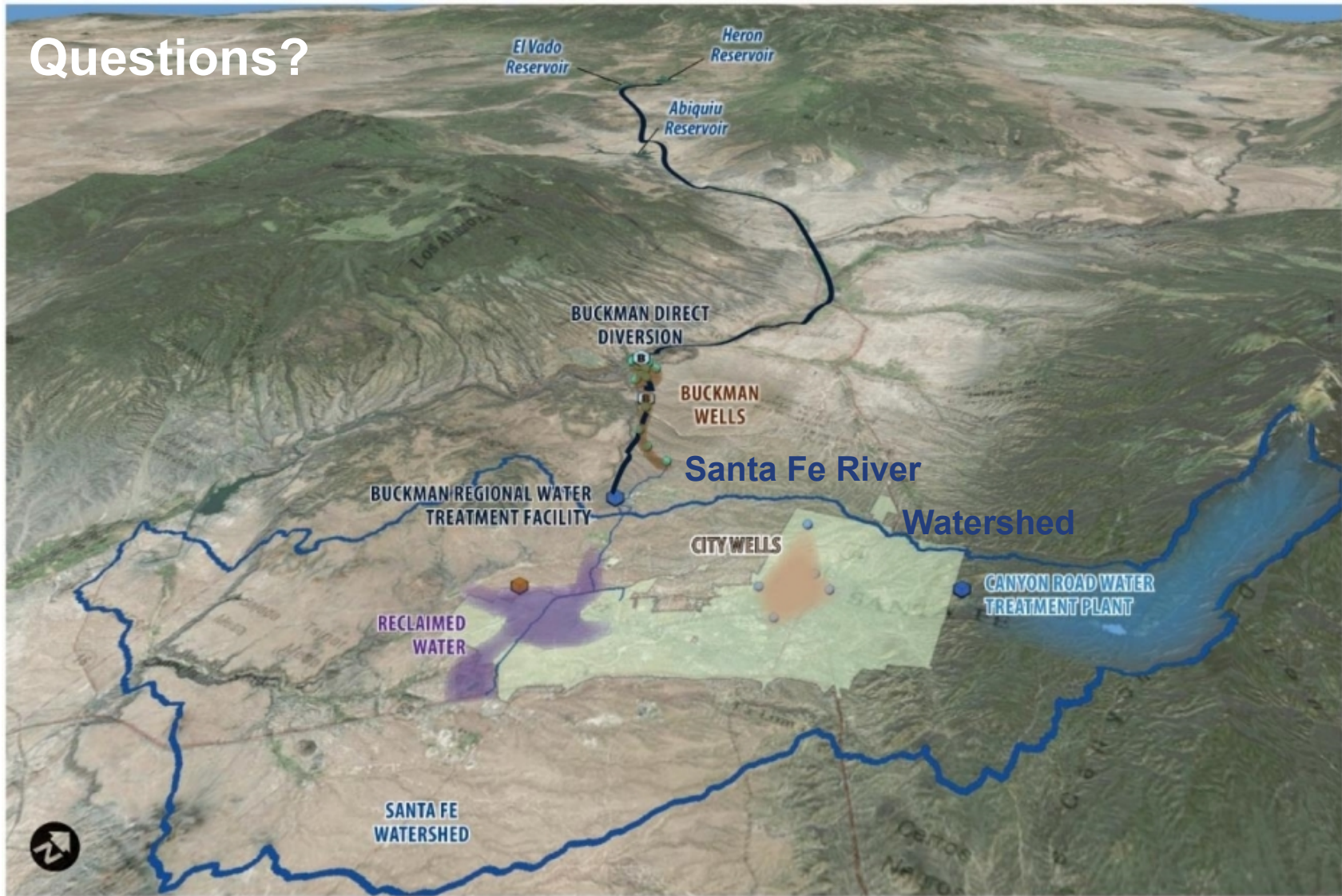
Join us for the annual What's Up With Water presentations to learn about Santa Fe's water supplies and receive updates from the City of Santa Fe Water Division.

Two sessions are available on Thursday, April 30:

- 9 a.m. [Click here to join the morning session.](#)
- 6 p.m. [Click here to join the evening session.](#)

These presentations provide an overview of current water conditions, supply planning, and ongoing initiatives to support a sustainable water future for Santa Fe.

Questions?





Date: May 27, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Amendment No. 4 to the Agreement with GGI, a Division of GZA

ITEM:

Request for approval to increase compensation not to exceed \$10,000.00 plus applicable tax with Glorieta Geoscience, A Division of GZA GeoEnvironmental to provide Technical Services for current fiscal year 2026, for a total compensation for the year \$75,000.00 plus applicable tax.

BACKGROUND:

On August 3, 2023, the BDDDB approved a professional services agreement with Glorieta Geoscience, A Division of GZA-GeoEnvironmental, for Technical Services, awarded under RFP No. 23/63/P. The scope of services encompasses a range of regulatory needs, including hydrology studies and assessments of data quality crucial for informed decision making in regulatory matters.

Amendment No. 3 to this contract extended the term through June 30, 2026, and approved \$65,000.00 plus applicable tax for the current fiscal year. As this amount is approaching full utilization prior to the end of the fiscal year and to ensure that the current fiscal year's financial obligations are met, an increase in the compensation for these services is necessary. This additional funding will allow for the continuation and completion of the required technical services without interruption. No additional budget funding is necessary as BDD Operations has sufficient unencumbered budget available for this request.

ACTION REQUESTED:

Staff recommends approval to increase compensation in an amount not to exceed \$10,000.00 plus applicable tax with Glorieta Geoscience, a Division of GZA.

MUNIS Contract # 3204145

BU/OB: Other Consulting 8000801.510340

Approval:

Approved by BDDDB June 4, 2026

BDDDB Chair, Councilor Jamie Cassutt



Item# _____
Munis Contract# 3204145
Original Contract Item# 23-0540
SWPA/GSA/Coop/RFP/ITB #: 23/63/P

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
GLORIETA GEOSCIENCE A DIVISION OF GZA GEOENVIRONMENTAL
ITEM# 23-0540**

This AMENDMENT No. 4 (the "Amendment") to the Professional Services Agreement dated August 7, 2023 ("Agreement"), and subsequently amended, is made between the Buckman Direct Diversion Board (the "BDDDB") and Glorieta Geoscience, a division of GZA Geoenvironmental, Inc. ("Contractor"). The date of this Amendment shall be the date when 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 and as further stated in the Scope of Services in the Agreement.

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:

3. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ten Thousand Dollars (\$10,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) plus applicable New Mexico gross receipts tax, paid in accordance with the fee schedule attached hereto as Exhibit A.

6. 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. 4 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD:

CONTRACTOR:
GZA Environmental, Inc.

Jamie Cassutt, BDDDB Chair

Signature: Paul Drakos

DATE: _____

Printed Name: Paul Drakos

Title: Assoc. Principal

APPROVED AS TO FORM

Date: 5/21/2026

Nancy R. Long, BDDDB Counsel

APPROVED FOR FINANCES

City Finance Director

DATE: _____

Exhibit A

Fee Schedule

Personnel Description	Hourly Rate
Lead Hydrogeologist/ Company Equivalent	\$250
Senior Specialist /Company equivalent	\$150
Specialist / Company Equivalent	\$115
Analysis Technician/ Company Equivalent	\$95
Administrative Clerical / Company Equivalent	\$45



Date: May 27, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Amendment No. 5 to the Agreement with GGI, a Division of GZA

ITEM:

Request for approval to extend term to June 30, 2027, and increase compensation with Glorieta Geoscience, A Division of GZA GeoEnvironmental to provide Technical Services not to exceed \$65,000.00 plus applicable tax for upcoming fiscal year 2027.

BACKGROUND:

On August 3, 2023, the BDDDB approved a professional services agreement with Glorieta Geoscience, A Division of GZA-GeoEnvironmental, for Technical Services, awarded under RFP No. 23/63/P. The scope of services encompasses a range of regulatory needs, including hydrology studies and assessments of data quality crucial for informed decision making in regulatory matters.

This Amendment will enable the continuation of work into the next fiscal year. The contract with Glorieta Geoscience, a division of GZA-GeoEnvironmental, is designed to be extended in annual increments based on budget availability and project needs. This ensures flexibility and ongoing support for Technical Services.

ACTION REQUESTED:

Staff recommends approval to extend terms and increase compensation in an amount not to exceed \$65,000.00 plus applicable tax with Glorieta Geoscience, a Division of GZA; funding is available within our approved FY2027 operating budget.

MUNIS Contract # 3204145

BU/OB: Other Consulting 8000801.510340

Approval:

Approved by BDDDB June 4, 2026

BDDDB Chair, Councilor Jamie Cassutt



Item# _____
Munis Contract# 3204145
Original Contract Item# 23-0540
SWPA/GSA/Coop/RFP/ITB #: 23/63/P

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 5 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
GLORIETA GEOSCIENCE A DIVISION OF GZA GEOENVIRONMENTAL
ITEM# 23-0540**

This AMENDMENT No. 5 (the "Amendment") to the Professional Services Agreement dated August 7, 2023 ("Agreement"), and subsequently amended, is made between the Buckman Direct Diversion Board (the "BDDDB") and Glorieta Geoscience, a division of GZA Geoenvironmental, Inc. ("Contractor"). The date of this Amendment shall be the date when 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 and as further stated in the Scope of Services in the Agreement.

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:

3. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Sixty-Five Thousand Dollars (\$65,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) plus applicable New Mexico gross receipts tax, paid in accordance with the fee schedule attached hereto as Exhibit A.

5. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term to terminate on June 30, 2027.

6. 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. 5 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD:

**CONTRACTOR:
GZA Environmental, Inc.**

Jamie Cassutt, BDDDB Chair

Signature: Paul Drakos

Date: _____

Printed Name: Paul Drakos

Title: Assoc. Principal

APPROVED AS TO FORM

Date: 5/21/2026

Nancy R. Long, BDDDB Counsel

APPROVED FOR FINANCES

City Finance Director

DATE: _____

Exhibit A

Fee Schedule

Personnel Description	Hourly Rate
Lead Hydrogeologist/ Company Equivalent	\$250
Senior Specialist /Company equivalent	\$150
Specialist / Company Equivalent	\$115
Analysis Technician/ Company Equivalent	\$95
Administrative Clerical / Company Equivalent	\$45

Memorandum



Buckman Direct Diversion

Date: May 27, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Amendment No. 4 to the Agreement with Long, Komer & Associates, P.A.

ITEM:

Request for approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer & Associates, P.A. to extend the term and increase compensation in an amount not to exceed \$190,000.00 plus applicable tax for upcoming Fiscal Year 2027.

BACKGROUND:

On March 2, 2023, the Buckman Direct Diversion Board ("BDDB") approved the Legal Services Agreement with Long, Komer & Associates, P.A., to serve as the legal counsel for the BDDB. This amendment will increase compensation for the amended term (FY27) in the amount of \$190,000.00 plus applicable gross receipt tax. This agreement is amended annually to increase compensation at the start of each fiscal year; this will be the final year of the four-year timeframe. The procurement method used to obtain services was RFP 23/29/P.

ACTION REQUESTED:

Staff recommends approval to extend terms and increase compensation in an amount not to exceed \$190,000.00 plus applicable tax with Long, Komer & Associates, P.A; funding is available within our approved FY2027 operating budget.

MUNIS Contract # 3203977

BU/OB: Legal Services 8000801.510200

Approval:

Approved by BDDB June 4, 2026

BDDB Chair, Councilor Jamie Cassutt



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 4 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.**

THIS AMENDMENT No. 4 (the “Amendment”) to the Legal Services Agreement dated March 2, 2023, and as subsequently amended (the “Agreement”), is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“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 serve as legal counsel to the BDDDB at the direction of the BDDDB and/or management.

B. Pursuant to Article 12 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 One Hundred Ninety Thousand Dollars (\$190,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. The total compensation to be paid under this Agreement is One Million One Hundred Sixty-Five Thousand Dollars (\$1,165,000.00) plus applicable gross receipts tax levied at the rate of 8.1875% equaling \$95,384.38. The not to exceed total on this Agreement is \$1,260,384.38.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is amended to extend the term to terminate on March 24, 2027.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment 4 to the Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
BDDDB Chair

Date: _____

CONTRACTOR:

Long, Komer & Associates P.A.

Signature: 
Nancy Long (May 19, 2026 11:50:28 MDT)

Printed Name: Nancy Long

Title: President

Date: May 19, 2026

APPROVED AS TO FORM:

Marcos D. Martínez
Marcos D. Martinez (May 19, 2026 12:51:57 MDT)
Marcos D. Martinez, City Attorney

APPROVED FOR FINANCES:

Andrea Phillips, Interim City Finance Director

ATTEST:

Geraldyn Cardenas, City Clerk

File Date: _____









Amendment 4_Long Komer LSA_BDDDB

Final Audit Report

2026-05-19

Created:	2026-05-19
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4BDDOz8eoYUu-h0qL0hIzXw0YLDIF-xT

"Amendment 4_Long Komer LSA_BDDDB" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-19 - 5:16:22 PM GMT - IP address: 63.232.20.2
-  Document emailed to Nancy Long (nancy@longkomer.com) for signature
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-  Email viewed by Nancy Long (nancy@longkomer.com)
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-  Document e-signed by Nancy Long (nancy@longkomer.com)
Signature Date: 2026-05-19 - 5:50:28 PM GMT - Time Source: server - IP address: 68.2.246.49 - Signature Appearance Selected: DRAW
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2026-05-19 - 6:51:30 PM GMT - IP address: 63.233.104.126
-  Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)
Signature Date: 2026-05-19 - 6:51:57 PM GMT - Time Source: server - IP address: 63.233.104.126 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-05-19 - 6:51:57 PM GMT



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Memorandum



Buckman Direct Diversion

Date: May 27, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Amendment No. 3 to the Agreement with Wright Water Engineers, Inc.

ITEM:

Request for approval of Amendment No. 3 to the Professional Service Agreement (“PSA”) Item 23-026 with Wright Water Engineers, Inc. (“WWE”) to extend the term date to April 6, 2027, and increase compensation in an amount not to exceed \$150,000.00 plus applicable tax for upcoming Fiscal Year 2027.

1. Request for approval of Amendment No. 3 to the PSA with WWE.
2. Request for authorization to utilize Settlement Funds in Fiscal Year 2027 for this expense (BAR attached).

BACKGROUND:

On April 6, 2023, the Buckman Direct Diversion Board (“BDDDB”) approved a PSA with WWE to provide engineering services for the Redesign and Rehabilitation Plan of the Buckman Direct Diversion Facility. The term is for a four-year period to be extended in annual increments at the start of each fiscal year, based on budget projections and project development. This will be the final year of the four-year timeframe. The procurement method determination was RFP 23/28/P.

It has been determined that continued contractual services with WWE will be essential for Fiscal Year 2027 as progress continues on development of the Redesign and Rehabilitation Plan. BDD Staff is requesting access to the Settlement Funds to cover this expense in full as this is an initial step related to the necessary repairs.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 3 to extend terms and increase compensation by \$150,000.00 plus applicable tax and to authorize the use of Settlement Funds to cover this expense in full.

MUNIS Contract # 3204015

BU/OB: Engineering Services 8000825.510320 Project Ledger Code: BDD2222 Settlement Funds

Approval:

Approved by BDDDB June 4, 2026

BDDDB Chair, Councilor Jamie Cassutt



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



Log # (Finance use <u>only</u>):	
Journal # (Finance use <u>only</u>):	

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

DEPARTMENT / DIVISION NAME Buckman Direct Diversion					DATE 6/4/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Engineering Services	8000825	510320	BDD2222	150,000		
Interfund transfer out to 800	8010816	755800		150,000		
<u>REVENUES</u>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
Interfund transfer in from 801	8000825	655801		(150,000)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 150,000	\$ -	

To authorize funds from the Settlement Funds to cover engineering services from Wright
Water Engineering for Fiscal Year 2027. Per Amendment No. 3 to contract 3204015

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
801	(150,000)
TOTAL:	(150,000)

Alexis Garcia, BDD Administrative Manager Prepared By <i>(print name)</i>	Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Bradley Prada BDD Facility Manager Division Director Signature <i>(optional)</i>	Date	<u>CITY COUNCIL APPROVAL</u> City Council Approval Date: <input style="width: 100%;" type="text"/>	Budget Officer _____ Date _____
Department Director Signature	Date	Agenda Item #: <input style="width: 100%;" type="text"/>	Finance Director {≤ \$5,000} _____ Date _____ City Manager {≤ \$60,000} _____ Date _____

**BUCKMAN DIRECT DIVERSION
AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
WITH WRIGHT WATER ENGINEERS, INC.
ITEM #23-0206**

This AMENDMENT No. 3 (the "Amendment") amends the Buckman Direct Diversion Board ("BDDDB") Agreement, dated April 6, 2023 (the "Agreement"), between the BDDDB and Wright Water Engineers, Inc. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering Services for Redesign and Rehabilitation for the Buckman Direct Diversion Facility.

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 One Hundred Fifty Thousand Dollars (\$150,000.00), so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Seven-hundred Fifty thousand dollars (\$750,000.00) plus applicable New Mexico gross receipts tax.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and replaced with the following 5:

This Agreement shall be effective when signed by the BDDDB and shall terminate on April 6,

2027.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD:

CONTRACTOR:

WRIGHT WATER ENGINEERING, INC.

BDDDB CHAIR

Wayne F. Loremy

VP of Public Works Engineering

DATE: _____

TITLE

DATE: May 26, 2026

APPROVED AS TO FORM:

BDDDB COUNSEL

APPROVED FOR FINANCES:

FINANCE DIRECTOR



Date: May 29, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Property & Casualty Insurance Broker/Agent of Record RFP # FY26-RFP-026

ITEM:

Request for approval of the selection committee’s recommendation to award RFP # FY26-RFP-026 Property and Casualty Insurance Broker/Agent of Record to Arthur J. Gallagher Risk Management Services, LLC (“AJ Gallagher”) for services to broker insurance coverage as outlined in the *Joint Powers Agreement* (“JPA”), along with a General Services Contract (“GSC”) for those services.

1. Request for approval to award RFP # FY26-RFP-026 to AJ Gallagher.
2. Request for approval of GSC with AJ Gallagher for annual brokerage services in the amount of \$15,000.00 and for a sum of up to \$300,000.00 for premiums on insurance coverage required by the JPA.

BACKGROUND:

Under the JPA, Section 23, the Board is required to maintain insurance coverage separate and independent from the various partners’ respective policies. On April 20, 2026, an RFP was issued for insurance broker services, and the proposal due date was May 11th. We received multiple proposals, and the evaluation committee met May 13, 2026, with a recommendation to proceed with an award to AJ Gallagher.

The GSC includes an annual brokerage fee of \$15,000.00. Once the Buckman Direct Diversion Board (“BDDDB”) approves the award of the RFP, AJ Gallagher will complete its due diligence with regards to brokering insurance coverage; the GSC allows for a sum of up to \$300,000.00 for insurance premiums.

ACTION REQUESTED:

Staff recommends approval to award RFP # FY26-RFP-026 and to approve the General Services Contract with Arthur J. Gallagher Risk Management Services, LLC, for insurance broker services.

Approval:

Approved by BDDDB June 4, 2026

BDDDB Chair, Councilor Jamie Cassutt



**BUCKMAN DIRECT DIVERSION BOARD
GENERAL SERVICES CONTRACT
FOR INSURANCE BROKER SERVICES**

This GENERAL SERVICES CONTRACT (“Contract”) is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and Arthur J. Gallagher Risk Management Services, LLC (“Contractor”) to provide Insurance Broker/Agent services to, and to procure insurance for, the BDDDB. The Contract shall be effective as of the date this Contract is executed by the BDDDB Chair.

1. SCOPE OF SERVICES

The services subject to this Contract are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Contract.

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

3. COMPENSATION

A. The BDDDB shall pay to Contractor in full payment for brokerage services including applicable New Mexico gross receipts taxes, the sum of Fifteen Thousand Dollars (\$15,000.00) no sooner than July 2026.

B. The BDDDB shall also pay to Contractor a sum up to Three Hundred Thousand Dollars (\$300,000.00) for insurance premiums for the insurance coverage required by this Contract.

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

D. Contractor shall submit invoices to the BDDDB.

4. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations to and authorization from the BDDDB for the performance of this Contract. If sufficient appropriations are not made or authorization provided, this Contract shall terminate upon written notice from the BDDDB to

Contractor. The BDDDB shall be responsible for charges incurred up to the date of notification under this Article per Article VI. "Termination" of this Contract. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Contract shall be effective when signed by the BDDDB and terminate on June 30, 2030, unless it is terminated sooner pursuant to Article VI. "Termination," below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Contract may not exceed four (4) years, including all extensions and renewals. Subject to that limitation, the Contract can be renewed annually, if agreed upon by the BDDDB and Contractor.

6. TERMINATION

The BDDDB may terminate this Contract at any time and for any reason by giving ten (10) days written notice to Contractor. If the BDDDB terminates this Contract:

A. Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDDB original copies of all work product, research, or papers prepared for the services covered by this Contract. The BDDDB shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

B. If compensation is not based upon hourly rates for services rendered, the BDDDB shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

C. If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. DEFAULT

A. The BDDDB reserves the right to cancel all or any part of this Contract without cost to the BDDDB if Contractor defaults in the performance of this Contract, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the BDDDB due to Contractor's default.

B. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Contract if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

1. Acts of God or a public enemy;
2. Acts or omissions of any government entity;
3. Fire, flood or other casualty for which a party is not responsible;
4. Pandemic, epidemic or quarantine restriction;
5. Unanticipated work stoppage or freight embargo;
6. Strike, lockout, labor dispute, or civil disturbance; and
7. Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Contract. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Contract and to fulfill its obligations under this Contract.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

I. Contractor, its agents, and its employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB.

II. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the BDDDB and shall not be permitted to use BDDDB vehicles in the performance of this Contract.

III. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Contract.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Contract. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Contract that has any such conflict of interest.

12. ASSIGNMENT; SUBCONTRACTING

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

13. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Contract, releases the BDDB, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. 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.

14. INSURANCE

A. **Workers' Compensation.** Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the BDDB.

B. **Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Contractor shall furnish the BDDB with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

C. **Other Insurance.** If the services contemplated under this Contract will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the BDDB as additional insured.

(1) **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and

advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the BDDDB the City of Santa Fe, their officials, officers, employees, and agents as additional insureds.

(2) Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

(3) Contractor shall maintain the above insurance for the term of this Contract and name the BDDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

15. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the BDDDB, the City of Santa Fe, Santa Fe County, Las Campanas Club and Las Campanas Water and Sewer Cooperative from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Contract, in the performance of any services covered by this Contract, whether occurring on BDDDB managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the BDDDB's negligence.

16. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Contract is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-27 NMSA 1978. The BDDDB and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

17. THIRD-PARTY BENEFICIARIES

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

18. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Contract and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the BDDDB, the City of Santa Fe Finance Department, and the State Auditor. The BDDDB shall have the right to audit the billing both before and after payment. Payment under this Contract shall not foreclose the right of the BDDDB to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Contractor shall abide by all applicable federal and state laws and regulations, and ordinances, and all rules and regulations of the BDDDB.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. In any action, suit, or legal dispute arising from this Contract, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit arising from this Contract shall be brought in the First Judicial District Court.

20. AMENDMENT

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

21. SCOPE OF AGREEMENT

This Contract expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the term of this Contract, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Contract on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

23. SEVERABILITY

If one or more of the provisions of this Contract or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Contract and any other application thereof shall not in any way be affected or impaired.

24. NOTICES

A. Any notices required to be given under this Contract shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

BDDDB: Bradly Prada
BDD Facilities Manager
Buckman Direct Diversion Board
341 Caja del Rio
Santa Fe, NM 87506
Email: bxprada@santafenm.gov

CONTRACTOR: Maria King
Branch President
Arthur J. Gallagher Risk Management Services, LLC
2050 Main St. Suite 1250
Irvine, CA 92614
Email: maria_king@ajg.com

B. 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 facsimile 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.

25. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Contract. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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

BUCKMAN DIRECT DIVERSION BOARD

**JAIME A. CASSUTT
BDDDB CHAIR**

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Nancy R. Long

FULL NAME

Agency Attorney

TITLE

DATE SIGNED

APPROVED FOR FINANCES

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, LLC:**

Maria King

**MARIA KING
BRANCH PRESIDENT**

**05/28/2026
DATE SIGNED**

Exhibit A

In accordance with the requirements for insurance in Section 23 of the JPA, the BBDB is procuring Broker Services for professional liability, property insurance, general liability, fire and extended insurance coverage.

The Contractor shall provide comprehensive brokerage, advisory, and risk management services to the BDDDB. The Contractor will act as the BDDDB's representative in the insurance marketplace, responsible for designing, marketing, and procuring a complete insurance program that adequately protects BDDDB's assets, staff, and operations. The Contractor will be expected to solicit and evaluate competitive proposals from qualified insurers, negotiate renewals and placements, and ensure that the BDDDB receives the best possible coverage, terms, pricing and will have the following service responsibilities:

1. Insurance Brokerage Services

A. It is expected that the Contractor will procure property and casualty coverage for the BDDDB to be effective July 1, 2026, and each subsequent renewal, consisting of:

- Property Coverage
- Inland Marine Coverage
- Machinery & Equipment Breakdown Coverage
- Computer Coverage/Cyber
- Commercial Automobile Coverage
- General Liability Coverage
- Public Officials Errors & Omissions Liability Coverage
- Public Officials Bond Coverage
- Crime Coverage
- Umbrella/Excess Liability Coverage
- Liability Insurance
- Fire
- Extended Coverage
- Environmental
- Worker's compensation
- Automobile
- Any other specialized insurance needs that may arise
- Offer employee training or guidance on insurance-related matters, if requested.

B. The work to be performed on an annual basis shall be as follows: (The services listed below contemplate the Contractor will be responsible for all costs)

1. Review and assess BDDDB's current insurance program, operations, exposures, and assets.
2. Design a comprehensive insurance package tailored to the unique risks of the BDD Project.

3. Provide consulting services to the BDDDB upon request.
4. Gather underwriting Data.
5. Obtain loss information.
6. Analyze loss experience and provide the BDDDB with a proposed self-insured retention or deductible.
7. Prepare underwriting submission that not only includes typical underwriting data but includes coverage specifications for each carrier to provide quotations.
8. Market insurance program to all interested & qualified carriers.
9. Once received, analyze coverage forms, retentions, limits, premium terms, etc., for each program, summarize data & make recommendations most advantageous to the BDDDB.
10. Discuss and meet with underwriters, and the BDDDB risk management staff and or the City.
11. Present final program to the BDDDB. Contractor will select insurance companies with sound financial ratings which shall not be rated lower than A-VII by Best's Rating Guide and Standard & Poor's Insurance Ratings; Public entity insurance pools are accepted from the A-VII minimum rating.
12. Once approved, bind coverage with selected carriers.
13. Issue certificates of insurance.
14. Attend meetings of the Board or other entities when insurance matters are discussed.
15. Issue and maintain a summary of insurance to the BDDDB.
16. When policies are received, Contractor will audit each policy form for compliance with proposals and specifications, and if necessary, order endorsements for correction.
17. As requested, be available to prepare a written and/or oral summary of coverages, program description, loss history, etc.
18. Answer the BDDDB's auditor's request for year-end premium and loss information.
19. Answer the BDDDB's request to breakdown rates by line of coverage for budget purposes.
20. Obtain ad hoc reports for members relative to loss history, in total or by a particular coverage line.
21. Assist in annual BDDDB-wide budget packet development that contains each projected renewal premium.
22. Place individual bonds, as needed (such as notary bonds, maintenance bonds, permit bonds, etc.).
23. Keep the BDDDB informed of insurance market conditions.
24. Documentation of compliance with JPA requirements.

2. RISK CONTROL SERVICES

1. Answer coverage, claims and loss prevention questions. Many questions are required to be answered in writing.
2. Provide advice and recommend any risk mitigation strategies.
3. Review & be familiar with the BDDDB's Joint Powers Agreement, project Management and Fiscal Services Agreement, Facilities Operation and Financial Services Agreement and other documents affecting the risk and liability of the BDDDB.

4. Suggest the availability of and initiation of coverage for special situations and special risks and exposure.
5. Assist the BDDB and its consultants in the construction and interpretation of insurance and indemnity agreements.
6. Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow.
7. When requested, assist in developing risk related material for BDDB meetings.
8. Review current insurance/self-insurance structure and assist in evaluating benefits, costs and risk of alternative programs and recommend alternative risk financing methods.
9. When requested, assist in formulation or amendment of the BDDB rules or regulations.
10. Respond to questions from the BDDB's contracted legal advisors.
11. Attend meetings as reasonable or necessary or requested.

3. **CLAIMS ADVOCACY SERVICES**

If requested, Contractor shall provide claims advocacy services for BDDB with the involved insurer.