



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 2, 2016
To: BDD Board of Directors
From: Bernardine R. Padilla *[Signature]*
Subject: BDD Public Relations Update

ITEM AND ISSUE: Update on BDD public relations and marketing efforts and educational opportunities

BACKGROUND AND SUMMARY:

This public relations and outreach report shows events, tours, education and outreach from July 2015 to June 2016.

Key Events included:

- ◆ 400 students, industry professionals and/or community members toured BDD
- ◆ 9 School Tours - Elementary, Junior High and College level
- ◆ 17 Industry Professionals Tours
- ◆ 4 Community Member Tours
- ◆ 8 Community Outreach opportunities – Kid's Fiesta, Century Bike Ride, SWAAN, community events
- ◆ 7 Staff Educational growth opportunities
- ◆ BDD initiated Social Media outreach with Twitter, Face Book, and updated website, and more integrated partnership on social media with SF Water Conservation department.





BDD Public Relations Marketing Events & Educational Opportunities

FY 2015 - 2016

July 2015

Colorado College: BDD Plant Tour
SF Community College: Steve Hansen and SFCC Water Treatment class tour
SF Water Conservation: Tour for Water Conservation Interns and new staff by Rick Carpenter
BDD Site Tour: Chuck provided a tour to David Silver

August

Los Lunas WTP staff: Charles Owens, Los Lunas staff - BDD Best Practices insight tour
BDD Education/Tour: Biofiltration lecture to BDD staff by Chance Lauderdale from HDR + Tour

September

SF County Water Staff: SF County BDD plant tour & presentation
BDD Training Evals: BDD Staff individual training evaluations with Steve Hoffman, EMA-Inc.
Turkistan Group: Council on International Relations-Turkistan group BDD water treatment tour
Las Campanas: Las Campanas Board & Staff tour
SWAAN Park Event: BDD booth water activities, information & giveaways; large turn out
Carollo Tour: Carollo Engineers tour of BDD diversion & plant for Re-Use water assessment with SF Conservation group
SF Kids Water Fiesta: Two day kids' education & learning experiment through SF Conservation
Basic Excel Training: Chuck instructed Excel class for BDD operators and Santa Fe staff

October

Rocky Mountain AWWA: RMSAWWA Supervisory Leadership Program - BDD Host 2 day Conference
Rocky Mountain AWWA: Class Tour of BDDRWTP
Innovation Academy: Private School Student Tour and water treatment presentation at BDD
Bureau of Reclamation: Tour for Farmington, Denver area BOR engineers
Highlands Las Vegas CC: Students tour of BDD plant then Canyon Rd. Watershed tour Bill Schneider
The SF Reporter Tour: Tour for Elizabeth Miller of SF Reporter
Leadership Training: Chuck participated in the City's Leadership training Oct.-May

November

Auditor's tour: Liza Kerr & SF City Audit Committee tour
Paragon Electric: Alan Parker of Paragon to give electric usage assessment opportunity
Explore Media: Story boarding meeting on narrated and virtual tour updates
Canyon Road WTP: Canyon Road WTP and Watershed tour with Audit Committee
Lightening Wood Prod.: David Aubrey BDD scenes archive film footage selection of Espanola Basin video

December





- SF Community College:** Steve Hansen and SFCC Water Treatment class tour
The SF Reporter Tour: Elizabeth Miller SF Reporter Tour
Water Bottle Promo: BDD donated 60 water bottles for the Genoveva Chavez Basketball tourney

January

- SF Girls School Tour:** SF Girls School 8th gr. Tour, Chemistry lab with Danny Carter, Lab Specialist
Carollo Reuse Meeting: Carollo Engineers presentation on Reuse Water Basis for Screening
BDD Board Citizen: BDD Board Citizen Candidate interviews and selection
NM Water Association Annual School: Chuck attended school and taught Advance Water Treatment Course Jan 25-28

February

- PR Event:** BDD featured on KSWV 810 AM radio
SF Indian School Tour: Tour and experiment coordinated by RiverSource for RWLS, river
HOA Lecture: Chuck gave a presentation to his Loma Encantado HOA on BDD

March

- BDD Citizen Board Tour:** Tour and presentation on BDD Project history for new Citizen members
SF Indian School Tour: Tour and experiment with RiverSource at RWLS, diversion
Reuse Feasibility workshop: Reuse alternatives criteria discussion with Carollo Engineers
BDD Board Orientation: Presentation and orientation for City Board Members
SF High School Tour: Capital High School R. Burgess Environmental Science class, WWTP/BDD full day tours and lab activity
Utilities Calculations: Chuck instructed BDD, City, County staff Utilities Calculations course weekly in March

April

- SF City Customer Service Training:** Training refresher on good public relations training technique
BDD Staff Leadership: Two day Leadership Training for BDD staff

May

- CommUnity Days:** BDD staffed booth on plaza with water activities, water treatment information
NMWWA Northern School: BDD tour
Century Bike Ride: SF City and BDD provided 2- 500 gal. water trailer tanks at bike ride 100 mile ride for 3000 riders & volunteers.

June

- Erfan Hakimian of PNM:** Tour of BDD to assess facilities' electric usage
WESTCAS Conference: Western Conference on Arid States lecture presentation by Randy Sugrue. BDD will provide water at conference, as promo marketing opportunity. BDD Tour for participants: 50-60 attendees end of conference.
Chama Peak Alliance Tour: Full day tour of Canyon Road Treatment plant, Watershed and BDD diversion and plant.





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Memorandum

Date: June 2, 2016
To: Buckman Direct Diversion Board
From: Matthew Sandoval, Interim Operations Superintendent *MS*
Subject: Update on BDD Operations for the Month of May 2016

ITEM:

1. This memorandum is to update the Buckman Direct Diversion (BDD) Board on BDD operations during the month of May 2016. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 7.94 MGD Average
 - b. Finished Drinking water deliveries through Booster Station 4A: 5.37 MGD Average
 - c. Finished Drinking water deliveries through Booster Station 5A: 1.50 MGD Average
 - d. Raw water delivery to Las Campanas at BS2A: 21.56 MG Total.
2. The BDD is providing approximately 70 percent of the water supply to the City and County for the month.
3. Please see the following pages from the Monthly report to the Office of the State Engineer (OSE) for accurate information up to May 15, 2016.
4. Please note all prior years are also included for reference.
5. The current Drought Update Summary is attached and reservoir storage status.



BACKGROUND AND SUMMARY:

Buckman Direct Diversion Monthly SJC and Native Diversions May-16

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03106 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	378.699	50.475	0.065	328.159	328.159	0.000	3.029
FEB	326.413	66.670	10.811	248.933	248.933	0.000	2.288
MAR	587.864	123.929	4.622	459.312	459.312	0.000	4.264
APR	708.658	130.582	0.000	578.076	578.076	0.000	5.170
MAY	358.066	115.866	0.000	242.200	242.200	0.000	2.180
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	2,359.700	487.522	15.498	1,856.680	1,856.680	0.000	16.931

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	50.475	0.065	325.131	325.131	0.000	375.670
FEB	66.670	10.811	246.645	246.645	0.000	324.125
MAR	123.929	4.622	455.048	455.048	0.000	583.599
APR	130.582	0.000	572.906	572.906	0.000	703.488
MAY	115.866	0.000	240.020	240.020	0.000	355.886
JUN	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	487.522	15.498	1,839.749	1,839.749	0.000	2,342.769

Dec-15**In Acre-Feet**

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03638 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	312.687	66.122	0.000	246.565	246.565	0.000	2.400
FEB	328.880	49.882	6.848	272.150	272.150	0.000	2.358
MAR	358.212	169.870	8.149	180.193	180.193	0.000	1.602
APR	40.134	40.134	0.000	0.000	0.000	0.000	0.000
MAY	465.403	238.729	0.000	226.674	226.674	0.000	2.145
JUN	692.311	128.544	0.000	563.767	452.444	111.323	5.043
JUL	448.317	148.671	0.000	299.646	237.065	62.581	2.701
AUG	493.158	213.727	0.000	279.430	279.430	0.000	2.538
SEP	683.013	130.850	0.000	552.163	552.163	0.000	4.983
OCT	677.884	80.409	0.000	597.475	597.475	0.000	5.300
NOV	494.573	66.158	0.000	428.415	428.415	0.000	3.893
DEC	308.669	111.017	0.000	197.652	197.652	0.000	1.764
TOTAL	5,303.242	1,444.113	14.997	3,844.131	3,670.227	173.904	34.726

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC CITY	SJC Las Campanas	All Partners Diversions BDD
JAN	66.122	0.000	244.165	0.000	310.287
FEB	49.882	6.848	269.792	0.000	326.521
MAR	169.870	8.149	178.592	0.000	356.610
APR	40.134	0.000	0.000	0.000	40.134
MAY	238.729	0.000	224.529	0.000	463.258
JUN	128.544	0.000	448.397	110.327	687.268
JUL	148.671	0.000	234.928	62.017	445.616
AUG	213.727	0.000	276.893	0.000	490.620
SEP	130.850	0.000	547.180	0.000	678.030
OCT	80.409	0.000	592.175	0.000	672.585
NOV	66.158	0.000	424.522	0.000	490.681
DEC	111.017	0.000	195.888	0.000	306.905
TOTAL	1,444.113	14.997	3,637.061	172.344	5,268.515

Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-14

Month	Total SJC Release (AF)	SJC Conveyance Losses (AF)	Total SJC Available at BDD (AF)	SJC Diversion, SP-2847-E (AF)	SJC Diversion, SP-2847-N-A (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion (all permits)	SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF)	SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF)
JAN	383.35	3.74	390.34	390.34	0.00	12.68	0	403.01	0	0
FEB	349.51	3.28	341.55	341.55	0.00	11.38	0	352.93	0	0
MAR	373.88	3.66	381.69	357.07	34.09	148.83	0	530.52	0	0
APR	178.75	1.70	176.78	92.46	84.47	227.22	0	404.00	0	0
MAY	491.46	4.61	480.35	389.13	91.22	374.86	0	855.21	0	0
JUN	427.50	3.96	412.65	295.07	117.58	292.84	0	705.49	0	0
JUL	425.22	4.14	431.96	399.51	32.46	72.32	0	504.28	0	0
AUG	496.68	4.60	479.66	479.66	0.00	96.07	0	575.74	0	0
SEP	552.71	5.40	562.83	562.83	0.00	84.85	0	647.68	0	0
OCT	381.93	3.63	378.30	378.30	0.00	142.46	0	520.76	0	0
NOV	441.14	4.09	426.17	426.17	0.00	11.59	0	437.76	0	0
DEC	423.99	4.13	430.74	430.74	0.00	19.56	0	450.30	0	0
TOTAL	4,926.12	46.93	4,893.03	4,542.84	359.82	1,494.66	0.00	6,387.69	0.00	0.00

Source of SJC releases in reporting month. Includes conveyance losses.

Month	ABIQUIU			
	Total Release (AF)	City of Santa Fe (AF)	Santa Fe County (AF)	Club at Las Campanas (AF)
JAN	383.35	383.35	0.00	0.00
FEB	349.51	349.51	0.00	0.00
MAR	373.88	346.37	0.00	27.37
APR	178.75	93.42	0.00	85.41
MAY	491.46	399.41	0.00	92.41
JUN	427.50	307.54	0.00	120.28
JUL	425.22	397.13	0.00	28.09
AUG	496.68	496.68	0.00	0.00
SEP	552.71	552.71	0.00	0.00
OCT	381.93	381.93	0.00	0.00
NOV	441.14	441.14	0.00	0.00
DEC	423.99	423.99	0.00	0.00
TOTAL	4,926.12	4,573.19	0.00	353.55

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2013

Month	Total SJC Release (AF)	SJC Conveyance Losses (AF)	Total SJC Available at BDD (AF)	SJC Diversion, SP-2847-E (AF)	SJC Diversion, SP-2847-N-A (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion (all permits)	SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF)	SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF)
JAN	439.04	4.24	441.79	441.79	0	44.09	0	485.88	0	0
FEB	261.03	2.47	257.94	257.94	0	10.49	0	268.42	0	0
MAR	353.69	3.30	343.57	343.57	0	75.66	0	419.23	0	0
APR	680.73	6.34	661.33	661.33	0	89.47	0	750.80	0	0
MAY	1045.27	9.88	1030.46	1030.46	0	22.86	0	1053.32	0	0
JUN	817.91	7.85	818.00	734.56	83.44	260.03	0	1078.03	0	0
JUL	606.85	5.90	614.73	397.47	78.83	0.00	0	476.30	83.70	54.73
AUG	108.68	0.91	95.34	41.68	36.91	0.00	0	78.59	5.58	11.18
SEP	136.77	1.43	149.29	63.86	53.76	0.00	0	117.61	25.36	6.32
OCT	255.24	2.46	256.53	213.87	42.66	72.92	0	329.45	0	0
NOV	196.45	1.88	195.50	187.02	8.48	117.33	0	312.83	0	0
DEC	293.76	2.63	274.19	274.19	0.00	12.25	0	286.44	0	0
TOTAL	5195.42	49.29	5138.67	4647.73	304.07	705.09	0.00	5656.89	114.64	72.23

Source of SJC releases in reporting month. Includes conveyance losses.

Month	Total Release (AF)	ABIQUIU		
		City of Santa Fe (AF)	Santa Fe County (AF)	Club at Las Campanas (AF)
JAN	439.04	439.04	0	0
FEB	261.03	261.03	0	0
MAR	353.69	353.69	0	0
APR	680.73	680.73	0	0
MAY	1045.27	1045.27	0	0
JUN	817.91	729.30	0	88.60
JUL	606.85	473.27	0	133.58
AUG	108.68	65.21	0	43.47
SEP	136.77	83.87	0	52.90
OCT	255.24	211.15	0	44.09
NOV	196.45	186.31	0	10.15
DEC	293.76	293.76	0	0.00
TOTAL	5195.42	4822.62	0.00	372.79

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2012

Month	Total SJC Release SP-2847-E (AF)	Conveyance Losses (AF)	Total SJC Available at BDD Diversion (AF)	Total SJC Diversion SP-2847-E (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion SP-2847-E plus SP-4842 (AF)	SJC used to offset Buckman Wells RG-20516 (AF)
JAN	448.09	4.06	447.00	411.56	5.02	0	416.59	35.44
FEB	210.29	1.97	216.94	208.13	32.21	0	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	0	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	0	628.51	0.00
MAY	660.18	6.24	651.05	651.05	145.51	0	796.55	0.00
JUN	722.36	6.79	692.21	692.21	120.92	0	813.12	0.00
JUL	152.03	2.23	191.75	157.16	0.00	0	157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	0	300.87	0.00
SEP	637.17	6.05	630.92	630.92	110.07	0	740.99	0.00
OCT	747.21	7.14	744.87	744.87	50.82	0	795.69	0.00
NOV	479.19	4.63	482.65	482.65	120.91	0	603.56	0.00
DEC	442.67	4.17	434.71	434.71	119.44	0	554.15	0.00
TOTALS	5449.67	51.53	5396.51	5306.90	1112.67	0.00	6419.57	89.61

Source of SJC Releases in reporting month. Includes conveyance losses.

Month	Total Release (AF)	HERON		EL VADO		ABIQUIU	
		CITY	COUNTY	CITY	COUNTY	CITY	COUNTY
JAN	448.09	0.00	0.00	0.00	0.00	448.09	0.00
FEB	210.29	0.00	0.00	0.00	0.00	210.29	0.00
MAR	335.75	0.00	0.00	0.00	0.00	335.75	0.00
APR	528.63	0.00	0.00	0.00	0.00	528.63	0.00
MAY	660.18	0.00	0.00	0.00	0.00	660.18	0.00
JUN	722.36	0.00	27.21	0.00	0.00	695.15	0.00
JUL	152.03	0.00	21.42	0.00	0.00	130.61	0.00
AUG	86.08	0.00	0.00	0.00	0.00	86.08	0.00
SEP	637.17	0.00	0.00	0.00	0.00	637.17	0.00
OCT	747.21	0.00	0.00	0.00	0.00	747.21	0.00
NOV	479.19	0.00	0.00	0.00	0.00	479.19	0.00
DEC	442.67	0.00	0.00	0.00	0.00	442.67	0.00
TOTALS	5449.67	0.00	48.63	0.00	0.00	5401.04	0.00

Note: Grey fields indicate revisions to previous monthly report

Drought, Monsoon/El Nino, and ESA Update

Drought conditions have eased this past year due to the reappearance of a strong El Nino, although February – May has been relatively dry. NOAA's latest update indicates that El Nino conditions are present, but weakening rapidly **with increasing likelihood for La Nina conditions to develop by the summer (hot/dry) conditions, with about a 75% chance of La Nina during fall and winter 2016/17.** Dry conditions in 2016/17 could present significant challenges to all water purveyors, water utilities, and irrigators if there is not significant filling and carry-over storage in regional reservoirs from the current run-off season. Regional reservoir levels on the upper Santa Fe River, Rio Grande, and Chama Rivers are still low but rising due to warmer temperatures and resultant snowmelt runoff. Preliminary estimates are for an approximate 90% delivery of full firm-yield of San Juan-Chama Project water. There are no water-related Endangered Species Act (ESA) updates. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions went back into effect 4/22/16, which means the City will not be allowed to impound "native" runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 AF (unless an exchange for water is made with the NMISC). Updates to this condition will be made as needed.

Current City of Santa Fe SJCP Reservoir Storage:

Heron:

5,865 AF (2015 SJCP water must be vacated by September 31, 2016 pursuant to a BoR waiver).

El Vado:

0 AF

Abiquiu:

9,530 AF SJCP carry-over from previous years, no time limit to vacate due to storage agreement with ABCWUA

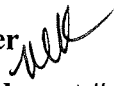
TOTAL:

15,215 AF



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 2, 2016
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: Long Komer & Associates, P.A. LSA Amendment # 3

Item and Issue:

Request approval for Amendment #3 to the Legal Services Agreement with Long, Komer & Associates, P.A. in the amount of \$202,000 exclusive of NMGRT, for fiscal year beginning July 1, 2016 thru June 30, 2017.

Background and Summary:

On January 13, 2015 the Buckman Direct Diversion Board approved our request to award RFP #15/3/P' for legal services to Long, Komer & Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services July 1, 2016 to June 30, 2017, which is year two within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$202,000 exclusive of NM Gross Receipts Tax.

Scope of Services:

- Provide legal support services to the BDD Board, with particular reference to matters of administrative law, at all public BDD Board meetings and hearings;
- Represent the Board in litigation not covered by insurance and in administrative matters,
- Providing legal advice on state and federal permitting such as, but not limited to; 1) the Environmental Impact Statement (EIS) for the BDD 2) NEPA 3) the Biological Opinion covering the BDD, and 4) NPDES permitting for the BDD.



- Advise and represent the BDD on the public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;
- Advise and represent the BDD Board on legal matters related to Project funding, operations, construction, warranty, repairs and replacement, other residual issues on existing contracts, and management plans as directed by the Board;
- Prepare written opinions, resolutions, contracts, and other documents necessary to assist the Board with implementation, operation and management of the BDD as directed by the Board;
- Attend all Board meetings and relevant meetings of the governing Body of the City of Santa Fe, the BDD Board or County Commissioners, and BDD Staff meetings;
- Brief BDD Support Entity Partners' officials and staff members, as directed by the BDD Board; and
- Perform other duties as may be directed by the BDD Board or PUD Director or designee.

Action Requested:

Staff recommends approval of Amendment #3 to the Legal Services Agreement with Long, Komer & Associates, P.A. in the amount of \$202,000 exclusive of NMGR for legal services through June 30, 2017. Funding is available in our approved FY2016/2017 operating budget.

BU/LI: Legal Services # 7280000.510200.910030 & 991330.

Approved by BDDDB June 2, 2016

Councilor Carmichael A. Dominguez, BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO
LEGAL SERVICES AGREEMENT
ACTING IN THE CAPACITY OF LEGAL COUNSEL FOR THE BUCKMAN DIRECT
DIVERSION BOARD
#15-0153**

This Amendment No. 3 (the "Amendment") to the Legal Services Agreement, dated February 22, 2015, and as subsequently amendment (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Long, Komer & Associates, P.A. (the "Contractor"). The date of this Amendment shall be effective as of the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal services to the Board.

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

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred and two thousand dollars (\$202,000) plus applicable New Mexico Gross Receipts Tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed three hundred seventy-two thousand one hundred twelve dollars and eleven cents (\$372,112.11), plus New Mexico Gross Receipts Tax.

2. TERM.

The term of the Agreement is amended to extend the Agreement termination date to June 30, 2017.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Legal Services Agreement.

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:
Long Komer & Associates, P.A.


By: _____
Chairman Dominguez, BDDDB

By: _____
Name: Nancy Long
Title: President/Partner

Date: _____

Date: _____
NM Taxation & Revenue
CRS #85-0353074
City of Santa Fe Business
Registration #

APPROVED AS TO FORM:

 5/23/16
Kelley A. Brennan, City Attorney

APPROVED:

Oscar Rodriguez, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____

728000



BDD
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Long Pound and Komer

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$103,000.00

Termination Date: June 30, 2016

☒ Approved by BDDDB Date: February 22, 2015

☐ or by Project Manager Date: _____

Contract is for: legal services bdd

Amendment # 3 to the Original Contract# 15-0153

Increase/(Decrease) Amount \$ 202,000.00

Extend Termination Date to: na

☒ Approved by BDDDB Date: Pending

☐ or by Facilities Manager Date: _____

Amendment is for: increase comp and term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 103,000.00 of original Contract# 15-0153 Termination Date: 06/30/2016

Reason: _____

Amount \$ 37,112.11 amendment # 1 Termination Date: na

Reason: increase scope and comp

Amount \$ 30,000.00 amendment # 2 Termination Date: _____

Reason: add scope , increase comp

Amount \$ 202,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: Increase comp and extend term FY 1617

Total of Original Contract plus all amendments: \$ 371,112



BDD
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 15/13/P Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: On year 2 of 4
example: (First year of 4 year contract)

7 Funding Source: BDD **BU/Line Item:** 72410

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: maya

Phone # 955-4233

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

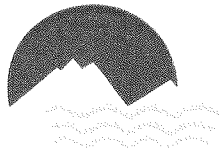
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

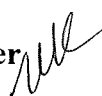
Comments:



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 2, 2016
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: Chavez Security PSA Amendment # 3

Item and Issue:

Request approval for Amendment #3 to the Professional Services Agreement with Chavez Security in the amount of \$139,000 exclusive of NMGR, for fiscal year July 1, 2016 thru June 30, 2017.

Background and Summary:

On December 4, 2014 the Buckman Direct Diversion Board approved our request to award RFP #15/06/B for security service to Chavez Security. This request will extend the award for services July 1, 2016 to June 30, 2017 which is year three within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$139,000 exclusive of NMGR. This compensation was based on an estimated 6,520 service hours at an hourly rate of \$21.31, which includes a City of Santa Fe approved 2% increase, due to vehicle replacement.

Scope of Services:

Chavez Security provides patrols along the Buckman Road Corridor in which the Scope of Services shall include:

- Report suspicious activity, security breaches, and unusual findings to the BRWTP Control Room;
- Check locked doors, fencing and gates at the raw water buildings to ensure they are locked and have not been intruded upon;
- Provide on-call service during evening, midnight, and early morning hours to accompany BDD Operators to the river and provide security protection as requested.



- Submit reports at the end of each shift to the BDD office outlining any investigative services and observations.
- Hours of service: week day nights (15 hours) and weekends and holidays (24 hours)

Action Requested:

Staff recommends approval of Amendment 3 to PSA # 14-1224 with Chavez Security to extend services through June 30, 2017 and increase compensation in the amount of \$139,000 exclusive of NMGR. Funding is available in our approved FY2016/2017 operating budget.

BU/LI: Service Contracts # 7280000.510310.740010.

Approved by BDDDB June 2, 2016

Councilor Carmichael Dominguez,
BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
CHAVEZ SECURITY
#14-1224**

THIS AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated December 4, 2014, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services to the BDDDB.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty-nine thousand dollars (\$139,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed three-hundred forty-four thousand two hundred thirty-eight and .43/100 dollars (\$344,238.43) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2017 unless terminated pursuant to Article 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

/BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carmichael Dominguez, BDD Chair

Date: _____

CONTRACTOR:

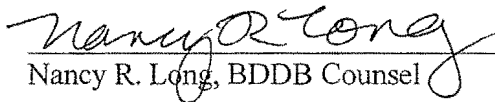
By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


Nancy R. Long, BDDB Counsel

APPROVED:

Oscar Rodriguez, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk

File Date: _____

7280000.510310.740010



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Chavez Security

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$69,166.79

Termination Date: June 30, 2015

☒ Approved by BDDB Date: December 4, 2014

☐ or by Project Manager Date: _____

Contract is for: Security Services

Amendment # 3 to the Original Contract# 14-1224

Increase/(Decrease) Amount \$ 139,000

Extend Termination Date to: June 30, 2017

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp through year end

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 69,166.79 of original Contract# 141224 Termination Date: 06/30/2015

Reason: security services

Amount \$ 118,571.64 amendment # 1 Termination Date: 06/30/2016

Reason: Increase comp and extend term

Amount \$ 17,500.00 amendment # 2 Termination Date: _____

Reason: Increase comp

Amount \$ 139,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: Increase term and comp

Total of Original Contract plus all amendments: \$ 344,238



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 15/06/B Date: October 16, 2014

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 7280000.510310.740010

8 Any out-of-the ordinary or unusual issues or concerns:
none

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

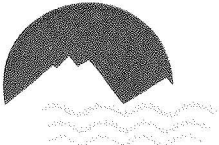
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 2, 2016
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Subject: Sub Surface Contracting, Amendment #2

Item and Issue:

Request approval of Amendment #2 with Sub Surface Contracting in the amount of \$40,000.00 exclusive of NMGRT, for fiscal year July 1, 2016 to June 30, 2017.

Background and Summary:

In June of 2014, the BDD entered into a professional services agreement with Sub Surface Contracting, Inc. to provide on-call repair and replacement services, which has been amended and is currently scheduled to expire June 30, 2016. Amendment #2 will extend services and increase compensation by \$40,000 exclusive of NMGRT. The procurement method used is the City of Santa Fe Bid #13/37/B.

Discussion:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, installation, fabrication, modification, rehabilitation, abandonment and demolition services for transmission and distribution piping and apparatuses, roadwork and grounds repair. This service would be utilized to supplement the current BDD Maintenance resources in the repair and maintenance of the Buckman Direct Diversion's facilities and equipment.

RECOMMENDED ACTION:

Staff recommends approval of Amendment #2 with Sub Surface Contracting, Inc. in the amount of \$40,000 exclusive of NMGRT for services through June 30, 2017. Funding is available in our approved FY 2016/2017 operating budget.

BU/Line Item: Repair & Replacement of System Equip # 7280000.520150.930020

Approved by BDDDB June 2, 2016

Councilor Carmichael Dominquez,
BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
SUB SURFACE CONTRACTING, INC.
#14-0395**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated May 27, 2014, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Sub Surface Contracting, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the BDDDB.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the 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 forty thousand dollars (\$40,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed one hundred twenty thousand dollars (\$120,000.00), plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2017 unless terminated pursuant to Article 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

/BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

By: _____
Carmichael Dominguez, BDDDB Chair

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

NM Taxation & Revenue
CRS # 03-185297-00-1
City of Santa Fe Business
Registration #

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED:

OSCAR RODRIGUEZ, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____

728000



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Sub Surface

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$40,000.00

Termination Date: June 30, 2015

☐ Approved by BDDDB Date: _____

☒ or by Project Manager Date: May 27, 2014

Contract is for: On Call work FY 1617

Amendment # 2 to the Original Contract# 140395

Increase/(Decrease) Amount \$ \$ 40,000.00

Extend Termination Date to: June 30, 2017

☒ Approved by BDDDB Date: Pending

☐ or by Facilities Manager Date: _____

Amendment is for: Increase comp and term for 1617

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 40,000.00 of original Contract# 14-0395 Termination Date: 06/30/2015

Reason: on call

Amount \$ 40,000.00 amendment # 1 Termination Date: 06/30/2016

Reason: comp term for 1516

Amount \$ 40,000.00 amendment # 2 Termination Date: 06/30/2017

Reason: increase comp and term for FY 1617

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 120,000



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☒ Piggy back off of CoSF 13/37/B Date: June 17, 2013

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 4 of 4 of original contract
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** BDD Operating

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

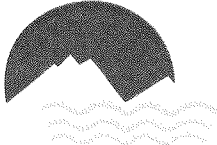
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.


Comments:



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 2, 2016
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: Alpha Southwest, Inc. Amendment #3

Item and Issue:

Request approval of Amendment #3 to the Professional Service Agreement with Alpha Southwest, Inc. in the amount of \$50,000 exclusive of NMGR, for fiscal year July 1, 2016 to June 30, 2017.

Background and Summary:

On June 17, 2014 the City of Santa Fe's Water Division solicited and received sealed bids (RFB# '14/42/B) for on-call services for mechanical and electrical repair. The intent of this contract is strictly an as-needed, on-call contract, with no guaranteed minimum. Alpha Southwest was the selected bidder and was awarded the contract. The BDD currently has a PSA with Alpha Southwest, which has been amended and is scheduled to expire on June 30, 2016. Amendment #3 will extend services through June 30, 2017 and increase compensation by \$50,000 exclusive of NMGR.

Discussion:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, fabrication, and modification services for mechanical and electrical equipment, piping, valves, instrumentation, pumps, and motors. This service will be utilized to supplement the current BDD Maintenance resources in the repair and maintenance of the Buckman Direct Diversion's facilities and equipment. The Scope of Services includes, but is not limited to, providing license technicians for both mechanical and electrical work with the ability to;

- Perform repairs on booster stations including; sit security, sanitary protection and disinfection.
- Providing specialized equipment.
- Provide repairs, parts, materials and replacement of equipment.



Action Requested:

Staff recommends approval of Amendment #3 with Alpha Southwest, Inc. in the amount of \$50,000 exclusive of NMGR T for services through June 30, 2017. Funding is available in the approved FY 2016/2017 operating budget.

BU/LI: Repair & Maintenance of System Equipment # 7280000.520150.930020.

Approved by BDDDB June 2, 2016

Councilor Carmichael Dominquez,
BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST, INC.
#14-0842**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 7, 2014, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest ("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 provide professional services to the BDDDB.

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

1. COMPENSATION.

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

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed two hundred thousand dollars (\$200,000.00), plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2017, unless terminated pursuant to Article 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

/BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carmichael Dominguez, BDDDB Chair

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar Rodriguez, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____

728000
Business Unit/Line Item



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Alpha Southwest

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: June 30, 2015

☒ Approved by BDDB Date: August 7, 2014

☐ or by Project Manager Date: _____

Contract is for:

Amendment # 3 to the Original Contract# 14-0842

Increase/(Decrease) Amount \$ 50000

Extend Termination Date to: June 30, 2017

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp & Term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 50,000.00 of original Contract# 14-0842 Termination Date: 06/30/2015

Reason: emergency repair

Amount \$ 50,000.00 amendment # 1 Termination Date: _____

Reason: increase comp

Amount \$ 50,000.00 amendment # 2 Termination Date: 06/30/2016

Reason: Increase comp and extend term

Amount \$ 50,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: increase comp and term

Total of Original Contract plus all amendments: \$ 200,000



Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# Piggy back of City's RFP Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 7280000

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

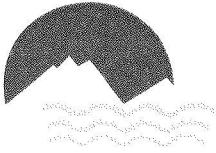
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: 06/02/2016

To: Buckman Direct Diversion Board

Via: Charles Vokes, BDD Facility Manager

From: Matthew Sandoval, BDD Interim Operations Superintendent

Issue and Item

Staff requests approval to purchase water treatment plant chemicals for the Buckman Direct Diversion (BDD) from various chemical vendors in a total amount not to exceed \$250,000 for fiscal year 2016/2017.

Background

The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. Quantities are based on anticipated flows and estimated dosages as determined by operations. In July of 2013, the BDD solicited bids (BID# '14/04/B) for chemicals used in the water treatment plant process. The BDD is exercising the option in the contract to extend the purchase of goods for an additional year, which is the final year allowed within the extension period.

Extension Process

All current suppliers have kept the BDD chemicals supplied efficiently with no issues. Staff has submitted extension requests to each supplying vendor, in which all extensions have been accepted. Therefore staff recommends awarding the contract to the following bidding suppliers.



The suppliers currently providing water treatment chemicals to the BDD are:

Supplier	Chemical	Total Amount
Kemira	Ferric Chloride	\$81,200.00
DPC	Sodium Hydroxide	\$50,800.00
Solenis	Polymer	\$14,800.00
Carus	Zinc Orthophosphate	\$22,500.00
Thatcher	Sulfuric Acid	\$6,600.00
DPC	Sodium Hypochlorite	\$30,200.00
Matheson	Gas Liquid Oxygen (LOX)	\$39,200.00
America Development	Calcium Thiosulfate	\$4,700.00

Recommended Action

BDD Staff recommends approval of the purchases of water treatment plant chemicals in an amount not to exceed the budgeted amount of: \$250,000.

Fund Source	Business Unit/Line Item	Amount
FY 2016/2017 Operating	7280000/510810	\$250,000

BDD Board Approval Date: June 2, 2016

Councilor Carmichael Dominguez, BDD Board Chair



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: For June 2, 2016 meeting
To: Buckman Direct Diversion Board
From: Nancy R. Long
Subject: **Consideration of Extension to the Term of the PMFSA**

ITEM AND ISSUE:

Discussion and possible action to extend the term of the Project Management and Fiscal Services Agreement (PMFSA) from June 30, 2016 to December 31, 2016.

BACKGROUND AND SUMMARY:

The Staff Advisory Group recommended that the Buckman Direct Diversion Board select the City of Santa Fe to continue to serve as the Support Entity for the BDDDB and enter into a new agreement for support services with a term through June 30, 2020. The Board adopted the Staff Advisory Group's recommendation. The original term of the PMFSA was December 31, 2015 but was extended to June 30, 2016 to allow time for the negotiation of a new agreement.

Negotiations have been ongoing regarding the terms of the new Support Entity Agreement. It is unlikely that the new agreement will be finalized prior to the expiration of the term of the PMFSA which is June 30, 2016. It is therefore recommended that the term of the PMFSA be extended through December 31, 2016. It is expected that the new Support Entity Agreement can be completed prior to that time.

RECOMMENDATION:

It is recommended that the Board approve Amendment No. 5 to the PMFSA, extending the term of the agreement to December 31, 2016. The amendment must also be approved by the City of Santa Fe.



**AMENDMENT NO. 5
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 5 to the Project Management and Fiscal Services Agreement (hereinafter referred to as “Amendment No. 5”) is entered into by and between the Buckman Direct Diversion Project Board (the “BDD Board”), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe (“City”) and Santa Fe County (“County”), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe (“Project Manager”).

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the “Agreement”) for the Buckman Direct Diversion Project (“Project”) on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the partners will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager’s monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager’s monetary authority from \$30,000 to \$50,000; pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is

exclusive of gross receipts tax; and pursuant to Amendment No. 4 to extend the term of the Agreement; and

WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No. 5 to further extend the term of the Agreement.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 5, the BDD Board and the Project Manager agree as follows:

1. **ARTICLE 2, TERM, EFFECTIVE DATE**, is amended to extend the term of the Agreement effective as of July 1, 2016 to December 31, 2016.
2. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 5 to be executed and delivered by its duly authorized representatives as of the date specified below the signatory for the Sangre de Cristo Water Division of the City of Santa Fe.

BUCKMAN DIRECT DIVERSION BOARD

**THE SANGRE DE CRISTO WATER
DIVISION OF THE CITY OF SANTA FE**

By: _____
Carmichael Dominguez,
BDDDB Chair

By: _____
Javier Gonzales,
Mayor

Date: _____

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED AS TO FORM:

City Attorney
Date: _____

APPROVED:

Oscar Rodriguez, City Finance Director

Yolanda Vigil, City of Santa Fe Clerk

Date: _____

Business Unit/Line Item



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: For June 2, 2016 meeting
To: Buckman Direct Diversion Board
From: Nancy R. Long
Subject: Amendment No. 2 to the Legal Services Agreement with Sheehan & Sheehan, P.A.

ITEM AND ISSUE:

Consideration of approval of Amendment No. 2 to the Legal Services Agreement with Sheehan & Sheehan, P.A. ("LSA"), to extend the term and increase the compensation of the Agreement.

BACKGROUND AND SUMMARY:

At the conclusion of the procurement process for litigation legal services, the Board approved entering into a LSA with Sheehan & Sheehan, P.A. on December 3, 2015. The LSA was initially funded with \$30,000. The LSA was amended in February 2016 to fully fund the LSA for the FY16 fiscal year in the amount of \$900,000.00 for a total contract amount of \$930,000.00. Funding was anticipated to be added yearly along with the extension of the term of the LSA.

RECOMMENDATION:

It is recommended that the Board approve Amendment No. 2 to the LSA to extend the term of the contract by one year, terminating on June 30, 2017 and increase the compensation by \$300,000 for FY17.



**AMENDMENT NO. 2
TO THE LEGAL SERVICES AGREEMENT
WITH SHEEHAN & SHEEHAN, P.A.**

This Amendment No. 2 (the “Amendment”) to the Legal Services Agreement, dated December 3, 2015, and subsequently amended (the “Agreement”), between the Buckman Direct Diversion Board (“BDDDB”) and Sheehan & Sheehan, P.A. (“Contractor”) shall be effective as of the date when it is executed by the Board Chair.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional legal services to the Board.

B. Pursuant to Article 19 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 2 of the Agreement is amended to increase the amount of compensation by a total of three hundred thousand dollars (\$300,000) plus applicable New Mexico Gross Receipts Tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services, costs and fees incurred, a sum not to exceed one million two hundred thirty thousand dollars (\$1,230,000), plus New Mexico Gross Receipts Tax.

2. TERM AND EFFECTIVE DATE

The term of the Agreement is amended to extend the Agreement termination date from June 30, 2016 to June 30, 2017.

3. **AGREEMENT IN FULL FORCE**

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

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

[Remainder of this Page Intentionally Left Blank]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carmichael Dominguez, BDDDB Chair

Date: _____

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

Oscar S. Rodriguez, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Signature: _____

Printed Name: David P. Gorman

Title: Managing Director

Date: _____

NM Taxation & Revenue

CRS # 01-158043-00-7

City of Santa Fe Business

Registration # 15-00125816



BDD
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Sheehan & Sheehan, PA

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2016

☒ Approved by BDDB Date: November 5, 2015

☐ or by Project Manager Date: _____

Contract is for: legal services bdd

Amendment # 2 to the Original Contract# 15-1188

Increase/(Decrease) Amount \$ 300,000.00

Extend Termination Date to: June 30, 2017

☒ Approved by BDDB Date: Pending

☐ or by Facilities Manager Date: _____

Amendment is for: extend term and increase compensation

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 30,000.00 of original Contract# 15-1188 Termination Date: 06/30/2016

Reason: _____

Amount \$ 900,000.00 amendment # 1 Termination Date: na

Reason: Increase Comp

Amount \$ 300,000.00 amendment # 2 Termination Date: 06/30/2017

Reason: Increase Comp and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 1,230,000



BDD
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 16/12/P Date: November 5, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year two of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: BDD **BU/Line Item:** 7280000.510200.991330

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: