Buckman Direct Diversion Project

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 26, 2012

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Project Manager
Bob Mulvey, BDD Facility Manager

Subject: Contract Amendment to Professional Services Agreement Between the BDD Board and Lynn Komer for Public Communications Services in the Amount of $6,500 (Inclusive of NMGRT)

This contract amendment is to provide additional funds for an existing contract that the BDD Board has entered into with Lynn Komer for profession public communication services. The contract amendment is in the amount of $6,500 (including NMGRT).

The BDD Project is in final transitioning away from its construction and start-up phase and into its full operational and maintenance phase. Additional meetings, public controversy associated with water quality/LANL issues (e.g., drought and fire issues), and level of effort on BDD web site for OSE permit compliance and reporting that were not originally anticipated are expected, in addition to lingering public communications efforts associated with construction and start-up, new and additional public communication and outreach efforts associated with on-going operations.

RECOMMENDATION
Staff recommends approval of this contract amendment in the amount of $6,500 (including NMGRT).

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
WITH PK PUBLIC RELATIONS, LLC

This Amendment No. 5 (the "Amendment") to the Professional Services Agreement, dated February 19, 2009, (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDB") and PK Public Relations, LLC (the "Contractor").

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to support the BDDB in the implementation of the Buckman Direct Diversion Project.

B. The Agreement was entered into with Lynn Komer and during the term of this Agreement, Lynn Komer formed PK Public Relations, LLC, now performing the professional services provided for by the Agreement under the company name.

C. Pursuant to Article 17 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB 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 six thousand five hundred dollars ($6,500.00) exclusive of New Mexico Gross Receipts Tax, so that Article 3, paragraph A reads in its entirety as follows:

Compensation under this Agreement shall not exceed one hundred forty seven thousand five hundred eighty four dollars and 36/100's ($147,584.36), inclusive of New Mexico Gross Receipts Tax. Contract will provide services as requested by the BDDB per the Scope of Services under Paragraph 1 herein. Contractor will be compensated at the hourly rate of $100 per

hour. Invoices for services will be sent out on a monthly basis and payment is due thereon within thirty (30) days of billing.

3. **TERM.**

The term of the Agreement is amended to extend the Agreement termination date from June 30, 2012 to February 19, 2013.

4. **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 Professional Services Agreement.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Chris Calvert, Chairperson

Date: _____

ATTEST:

_____
Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

_____
Kyle Harwood, BDDB Counsel

APPROVED:

_____
Dr. Melville L. Morgan, City Finance Director

728000
Business Unit/Line Item

ATTEST:

_____
Yolanda Y. Vigil, City Clerk
File Date: _____

CONTRACTOR:

By: _____
Name: Lynn Komer
Date: _____

NM Taxation & Revenue
CRS #02-3724602005

Federal Tax ID #

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 Lynn Komer

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $31,912.50

Termination Date: December 31, 2009

☐ Approved by BDDB Date:

☑ or by Project Manager Date: February 1, 2009

Contract is for: Strategic Communications Services for BDDB

Amendment # 5 to the Original Contract# 10-0067

Increase/(Decrease) Amount $ 6500

Extend Termination Date to: June 30, 2012

☐ Approved by BDDB Date:

☑ or by Project Manager Date: Pending

Amendment is for: Extend term, increase comp and scope

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

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 31,912.50 of original Contract# Termination Date: 12/31/2009
Reason: communications

Amount $ na amendment # 1 Termination Date: 06/30/2010
Reason: Increase term

Amount $ 21,612.50 amendment # 2 Termination Date: na
Reason: Increase comp

Amount $ 62,676.24 amendment # 3 Termination Date: 08/31/2011
Reason: term, comp and scope

Amount $ 24,883.12 amendment # 4 Termination Date: 06/30/2012
Reason: term, comp and scope

Total of Original Contract plus all amendments: $ 147,584

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☑ _____ Date: _____

Other _____

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

7 **Funding Source:** _____ **BU/Line Item:** 728000

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:

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