

Memorandum

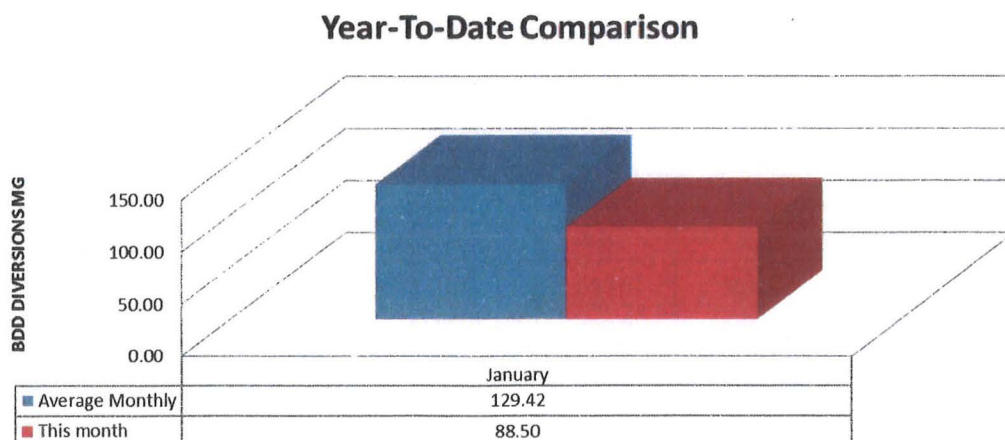


Buckman Direct Diversion

Date: January 19, 2018
To: Buckman Direct Diversion Board
From: Michael Dozier, Operations Superintendent *MD*
Subject: Update on BDD Operations for the Month of January 2018

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of January 2018. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 4.42 MGD Average
 - b. Drinking water deliveries through Booster Station 4A/5A: 4.10 MGD Average
 - c. Raw water delivery to Las Campanas at BS2A: 0.26 MGD Average
 - d. Onsite treated and non-treated water storage: 0.06 MGD Average
2. The BDD is providing approximately 62 % percent of the water supply to the City and County for the month.
3. The BDD year-to-date Million gallon diversions are depicted below:



4. Background Diversion tables:

Buckman Direct Diversion Monthly SJC and Native Diversions

Jan-18

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	240.107	123.711	0.000	116.396	116.396	0.000	1.037
FEB	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAR	0.000	0.000	0.000	0.000	0.000	0.000	0.000
APR	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000	0.000
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	240.107	123.711	0.000	116.396	116.396	0.000	1.037

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	123.711	0.000	115.359	115.359	0.000	239.070
FEB	0.000	0.000	0.000	0.000	0.000	0.000
MAR	0.000	0.000	0.000	0.000	0.000	0.000
APR	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000
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	123.711	0.000	115.359	115.359	0.000	239.070



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-17

In Acre-Feet

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

In Acre-Feet

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



2016 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	328.16	3.03	325.13	325.13		50.54	375.67	
FEB	248.93	2.29	246.65	246.65		77.48	324.13	
MAR	459.31	4.26	455.05	455.05		128.55	583.60	
APR	562.55	5.04	557.51	557.51		145.95	703.46	
MAY	407.82	3.63	404.19	404.19		179.69	583.88	
JUN	291.83	2.66	289.17	191.31	97.86	34.26	323.43	
JUL	360.03	3.26	356.77	251.89	104.87	113.93	470.69	
AUG	133.52	1.22	132.30	88.75	43.55	67.55	199.85	
SEP	313.61	2.52	311.09	311.09		316.73	627.82	
OCT	585.70	4.23	581.47	563.60	17.88	149.97	731.45	
NOV	288.72	2.58	286.14	282.09	4.05	122.83	408.97	
DEC	277.86	2.22	275.64	275.64		109.01	384.65	
TOTALS	4,258.04	36.94	4,221.11	3,952.90	268.21	1,496.49	5,717.60	

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

2016 Month	Total Release (Ac-ft)	ABIQUIU		
		City	County	Club at Las Campanas
JAN	328.16	328.16		
FEB	248.93	248.93		
MAR	459.31	459.31		
APR	562.55	562.55		
MAY	407.82	407.82		
JUN	291.83	193.07		98.76
JUL	360.03	254.20		105.83
AUG	133.52	89.57		43.95
SEP	313.61	313.61		
OCT	585.70	567.69		18.01
NOV	288.71	284.63		4.08
DEC	277.86	277.86		
TOTALS	4,258.03	3,987.40		270.63



2015 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)
JAN	246.57	2.40	244.17	244.17		66.12	310.29
FEB	272.15	2.36	269.79	269.79		56.73	326.52
MAR	180.19	1.60	178.59	178.59		178.02	356.61
APR	0.00	0.00	0.00	0.00		40.13	40.13
MAY	226.67	2.15	224.53	224.53		238.73	463.26
JUN	563.77	5.04	558.72	448.40	110.33	128.54	687.27
JUL	299.65	2.70	296.95	234.93	62.02	148.67	445.62
AUG	279.43	2.54	276.89	276.89		213.73	490.62
SEP	552.16	4.98	547.18	547.18		130.85	678.03
OCT	597.48	5.30	592.18	592.18		80.41	672.59
NOV	428.42	3.89	424.52	424.52		66.27	490.79
DEC	197.65	1.76	195.89	195.89		111.20	307.09
TOTALS	3,844.14	34.72	3,809.41	3,637.07	172.35	1,459.40	5,268.82

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

2015 Month	Total Release (Ac-ft)	ABIQUIU		
		City	County	Club at Las Campanas
JAN	246.57	246.57		
FEB	272.15	272.15		
MAR	180.19	180.19		
APR	0.00	0		
MAY	226.67	226.67		
JUN	563.76	452.44		111.32
JUL	299.65	237.07		62.58
AUG	279.43	279.43		
SEP	552.16	552.16		
OCT	597.48	597.48		
NOV	428.42	428.42		
DEC	197.65	197.65		
TOTALS	3,844.13	3,670.23		173.90



2014 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	383.35	3.74	390.34	390.34		12.68	403.02	
FEB	349.51	3.28	341.55	341.55		11.38	352.93	
MAR	373.88	3.66	381.69	357.07	34.09	148.83	539.99	
APR	178.75	1.70	176.78	92.46	84.47	227.22	404.15	
MAY	491.46	4.61	480.35	389.13	91.22	374.86	855.21	
JUN	427.50	3.96	412.65	295.07	117.58	292.84	705.49	
JUL	425.22	4.14	431.96	399.51	32.46	72.32	504.29	
AUG	496.68	4.60	479.66	479.66		96.07	575.73	
SEP	552.71	5.40	562.83	562.83		84.85	647.68	
OCT	381.93	3.63	378.30	378.30		142.46	520.76	
NOV	441.14	4.09	426.17	426.17		11.59	437.76	
DEC	423.99	4.13	430.74	430.74		19.56	450.30	
TOTALS	4,926.12	46.94	4,893.02	4,542.83	359.82	1,494.66	6,397.31	

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

2014 Month	Total Release (Ac-ft)	ABIQUIU		
		City	County	Club at Las Campanas
JAN	383.35	383.35		
FEB	349.51	349.51		
MAR	373.74	346.37		27.37
APR	178.83	93.42		85.41
MAY	491.82	399.41		92.41
JUN	427.82	307.54		120.28
JUL	425.22	397.13		28.09
AUG	496.68	496.68		
SEP	552.71	552.71		
OCT	381.93	381.93		
NOV	441.14	441.14		
DEC	423.99	423.99		
TOTALS	4,926.74	4,573.18		353.56



2013 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	439.04	4.24	441.79	441.79		44.09	485.88	
FEB	261.03	2.47	257.94	257.94		10.49	268.43	
MAR	353.69	3.30	343.57	343.57		75.66	419.23	
APR	680.73	6.34	661.33	661.33		89.47	750.80	
MAY	1,045.27	9.88	1,030.46	1030.46		22.86	1,053.32	
JUN	817.91	7.85	734.56	734.56	83.44	260.03	1,078.03	
JUL	606.85	5.90	397.47	397.47	78.83		476.30	138.43
AUG	108.68	0.91	41.68	41.68	36.91		78.59	16.46
SEP	136.77	1.43	63.86	63.86	53.76		117.62	31.68
OCT	255.24	2.46	213.87	213.87	42.66	72.92	329.45	
NOV	196.45	1.88	187.02	187.02	8.48	117.33	312.83	
DEC	293.76	2.63	274.19	274.19		12.25	286.44	
TOTALS	5,195.42	49.29	4,647.74	4,647.74	304.08	705.10	5,656.92	186.57

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

2013	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	439.04	439.04		
FEB	261.03	261.03		
MAR	353.69	353.69		
APR	680.73	680.73		
MAY	1,045.27	1045.27		
JUN	817.90	729.3		88.6
JUL	606.85	473.27		133.58
AUG	108.68	65.21		43.47
SEP	136.77	83.87		52.9
OCT	255.24	211.15		44.09
NOV	196.46	186.31		10.15
DEC	293.76	293.76		
TOTALS	5,195.42	4,822.63		372.79



2012 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	448.09	4.06	447.00	411.56	5.02	416.58	35.44
FEB	210.29	1.97	216.94	208.13	32.21	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	628.51	
MAY	660.18	6.24	651.05	651.05	145.51	796.56	
JUN	722.36	6.79	692.21	692.21	120.92	813.13	
JUL	152.03	2.23	191.75	157.16		157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	300.86	
SEP	637.17	6.05	630.92	630.92	110.07	740.99	
OCT	747.21	7.14	744.87	744.87	50.82	795.69	
NOV	479.19	4.63	482.65	482.65	120.91	603.56	
DEC	442.67	4.17	434.71	434.71	119.44	554.15	
TOTALS	5,449.65	51.52	5,396.51	5,306.91	1,112.68	6,419.59	89.61

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

2012 Month	Total Release (Ac-ft)	HERON		EL VADO		ABIQUIU	
		City	County	City	County	City	County
JAN	448.09					448.09	
FEB						210.29	
MAR						335.75	
APR						528.63	
MAY						660.18	
JUN			27.21			695.15	
JUL			21.42			130.61	
AUG						86.08	
SEP						637.17	
OCT						747.21	
NOV						479.19	
DEC						442.67	
TOTALS	448.09		48.63			5,401.02	



5. Drought/Monsoon, Storage, and ESA Update

NOAA has recently (01/11/18) updated ENSO (El Nino/La Niña) status to: “La Niña is likely (~85-95%) through Northern Hemisphere winter, with a transition to ENSO-neutral expected during the spring.” Heron, Abiquiu, and El Vado reservoir levels on the Chama River are no longer rising. Local Upper Santa Fe River reservoir storage volume is slowly decreasing, but that is normal for this time of year (about 43% full). The City received 100% delivery (5,230 AF) from BoR of full firm-yield of San Juan-Chama Project (SJCP) water for year 2017, and received a January, 2018 delivery of 2,990 AF. 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 are now in effect, which means the City is not allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 acre-feet (AF) (ISC relinquishment credits may be needed depending on future runoff conditions). Updates to this condition will be made as needed.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:

5,230 AF. Year-2017 deliveries were 100% of annual total.

2,290 AF. Year 2018 deliveries through January.

El Vado:

0 AF.

Abiquiu:

10,443 AF. SJCP carry-over from previous years plus 2017 deliveries. No time limit to vacate due to storage agreement with ABCWUA





Date: February 1, 2018
To: BDD Board
From: Bernardine R. Padilla, BDD PR Coordinator *BRP*
Subject: 2017 BDD Public Relations Outreach Events and Tours Summary

Item and Issue:

Update on BDD public relations and marketing efforts and educational offerings

Background and Summary:

This public relations and outreach summary shows events, tours, education and outreach for calendar year 2017.

Key highlights include:

- ◆ **5246 BDD Outreach Total**
 - **3622** Youth served by BDD tours and events
 - **841** Visitors toured BDD - students, industry professionals and/or community members

- ◆ **35 BDD Tours Total**
 - **19** Industry professionals tours
 - **10** Youth tours
 - **4** University level tours
 - **2** International tours: Ukrainian professionals, and Mexican utility water managers

- ◆ **8 Community Outreach opportunities**
 - **3** Youth offsite educational events

- ◆ **3** Staff onsite educational enrichment opportunities
- ◆ BDD video, *Your Drinking Water's Journey*, highlighted on the BDD website
- ◆ Continued Social Media outreach with Twitter, Face Book

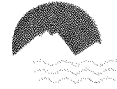


BDD Memo cont'd

Date	Group or Event	Description	Out reach
1/11	SF Water Engineer Tour	Tour for Kristin Johansen to plan for the new 4mg water tank project build	1
1/24	SF Girls School Tour	SF Girls School 8 th gr. Tour; Chemistry lab with Danny Carter, Lab Specialist	26
1/25	Biofilter presentation	Biofilter GAC expert presentation to 20 staff	0
2/3	Water Conservation	New department staff tour	4
2/17	First Aid CPR Training	BDD staff recertification training - 30 staff trained	0
3/8	Indian School & River Source Tour	Students from the Indian School toured RWLS and experiment	80
3/13	St. Michael's HS Tour	Environmental Sciences class tour and activity with Water Conservation team	27
3/22	Fix a Leak Week at GCCC	BDD participated in Conservation's table display at GCCC	15
3/22	SFCC Student Tour	SFCC water tech student operator tour	1
3/27	BOR Navajo Nation Tour	Farmington area engineers, BOR, Navajo tribal dignitary ops best practices tour	10
3/29	NM Highlands University	Water technology and watershed student tour	25
3/30	NM National Park Service	NPS water and wastewater operators training tour	20
4/12	Source Water Protection Plan	Tour for City of SF contract group, BDD participation	5
4/13	SF Girls School RWLS	Follow up tour of the RWLS and pump room	22
4/25	SF County Commission	Commissioner's liaisons tours	2
4/28	ECHO School Job Fair	SF High campus ECHO job fair attendance	20
5/10	Mexican Water Dignitaries	UNM Water Governance and Mexico's water systems directors' tour	32
5/10	NMWWA Tour	Northern NMWWA Short School training tour	25
5/21	Century Bike Ride	SF City and BDD provided 1- 500 gal. water trailer tank at bike ride 100 mile ride for 3000 riders & volunteers	3000
5/25	NMED Tour	NM Environment Oversight Bureau department tour	10
6/4	SF Water Summit	Next Generation Green Expo booth participation at the SF Water Summit	50
6/7	Ukrainian Tour	Council on International Relations tour for Ukraine officials	10
6/7	FEI Engineer Tour	Engineer attending NM PWO Convention Center Seminar watershed/BDD	2
6/14	SFCC Student Tour	SFCC water tech student operator tour	1
6/14	SF School for Arts & Sciences	Student water camp Forests to Faucets BDD tour	11
6/17	Water Conservation Committee	Committee meeting held onsite and tour	12
6/19	LANL DOE Tour	BDD Plant Tour	5
6/22	SF Summer Rec Program	Summer Rec kids tour for Water Conservation trial run	22
6/23	SF Summer Rec Program	Summer Rec kids tour for Water Conservation trial run	15

BDD Memo cont'd

7/6	KSWV Water Talk	BDD radio talk show on new BDD video focus	0
7/12	SF County Water Mgt	County John Dupuis, Ted Chlastawa and Leroy Alvarado	3
7/21	SF County Commission	SF County Commission Interns Tour	2
7/22	Santa Fe Golf Championship	Participation at Marty Sanchez Golf tourney with water bottles	170
7/27	SF Kids End Summer Rec Prog	Water tank coordination for 500 kids at Alto Park	500
8/3	PNM Site Visit Tour	usage	2
8/10	Alliance Group Tour	NM Water Conservation Alliance group meeting/tour	20
8/25	FORE Kids Golf Tourney	Water tank sponsorship with City of SF	150
9/12	Las Campanas Coop	Tour and presentation for new board members	4
9/19		Two day kids' education & experiment with SF Conservation	500
9/20	Kids Water Fiesta		
9/27	NMED Drinking Water Bureau	NMED Drinking Water Bureau facilitator trainer's tour	8
9/27	NMED DWB Training for BDD Staff	Hosted Drinking Water Bureau Train the Trainer for 4 BDD staff for state-wide implementation	0
10/10		SFPS/Water Conservation 4th grade water focus tour and activity for over 300 kids in 4 weeks	312
11/1	SFPS 4th Grade Tours		
10/11	Rio Grande School	Plant & Diversion Tour w/River sampling activity	25
10/23	SF County Fire/EMT	SF County Fire/EMT Tour of BDD for emergency preparedness	5
10/25	NM Infrastructure Finance	NMIF Conference Offsite presentation and tour	35
10/27	SFCC Water Tech Class Tour	Water technology studies student presentation and tour	10
11/4	UNM Water Tour	US Bureau of Reclamation and UNM SF water systems tour presentation	25
11/29	LA Robotics Club Tour	Los Alamos mid school robotics club tour of BDD water treatment, science	22
Total Outreach Estimates			5246



Date: February 1, 2018
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Thru: Charles M. Vokes, BDD Facilities Manager
Subject: 2nd Quarter Financial Statements

Information Item:

This report is to update the BDD Board and its partners on our 2nd Quarter financial position as of December 31, 2017.

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

- Beginning Budget – FY17/18 Adopted Budget, includes any budget adjustments.
- Expended – Expenses for services and/or goods received as of 12/31/2017
- Projected – Executed purchase orders, projected salary and benefits as currently staffed, pending requisitions and or contracts to be executed within the fiscal year.
- Available Balance – Represents unexpended budget balance as of 12/31/2017.
- Percentage – Represents percentage of expended and committed budget balance.

Fixed & Variable Costs – Pending expenses to be billed to our partners for services and/or goods received as of December 31, 2017. Billing for project wide costs are pending final fiscal year water usage.

Other Funds - Major Repair and Replacement & Emergency Reserve Fund yearly contributions, cash balances and budget overview for budgeted funds approved by the BDDDB for expenditure.

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

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





2nd Quarter Financial Statement – Operations
(07/01/2017-12/31/2017)

Budget Overview

CATEGORY	BEGINNING	EXPENDED	EXPENDED	ENCUMB	PROJECTED	TOTAL	BALANCE	EXP
	BUDGET	1st Quarter	2nd Quarter	Thru 12/31/2017	EXPEND		AVAILABLE	BDGT %
Employee Salaries & Benefits	2,346,994	487,533	637,780	-	1,047,038	2,172,351	174,643	93%
Electricity	1,189,600	237,147	275,718	-	616,105	1,128,970	60,630	95%
Chemicals	1,300,000	313,465	198,556	787,979	-	1,300,000	-	100%
Solids	280,000	123,584	82,886	-	72,372	278,842	1,158	100%
Materials & Supplies	120,000	62,309	17,009	-	40,682	120,000	-	100%
Other Operating Costs	714,802	23,899	213,884	117,754	145,185	500,722	214,080	70%
Litigation Costs	992,224	268,548	77,685	342,913	37,961	727,107	265,117	73%
Fiscal Agent Fees	1,025,384	23,649	101,379	806,630	93,726	1,025,384	-	100%
TOTAL	315,532	-	-	-	315,532	315,532	-	100%
TOTAL	8,284,536	1,540,134	1,604,897	2,055,276	2,368,601	7,568,908	715,628	91%

DOE Federal Grant	96,000	11,245	70,498	14,257		96,000		100%
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Total Expenses thru 12/31/2017 **3,226,774**

Fixed & Variable Cost (Pending Billing) – Operations

July - September	Total	Fixed	Estimated Variable
Partner Revenue			
City of Santa Fe	484,635	194,397	290,238
Santa Fe County	197,998	65,814	132,184
LC - Club	22,585	2,337	20,248
LC - Coop	3,015	3,015	-
Total	708,233	265,563	442,670
Project Wide Cost	787,323		
Oct - Dec (Pending Allocation)	1,578,368		
Other Revenue			
PNM Solar Rebate	71,107		
DOE Federal Grant	81,743		
Total	152,850		
Grand Total	3,226,774		





2nd Quarter Financial Statement – Other Funds (Cumulative)
(07/01/2017-12/31/2017)

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

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

Financial Position - Cash

	*Emergency Reserve	Major Repair
Balance at 06/30/2017	2,009,965	1,657,305
Yearly Billings Pending	-	626,706
Total	2,009,965	2,284,011
Target Balance	2,000,000	2,284,011
Beginning Budget		969,798
** Available Cash Balance		1,314,213

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

** Projected available cash balance, less approved budgeted amount is \$1,314,213

Budget Overview – Major Repair and Replacement Fund

CATEGORY	BEGINNING	EXPENDED	EXPENDED	ENCUMB	BALANCE
	BUDGET	1st Quarter	2nd Quarter	Thru 12/31/2017	AVAILABLE
Materials & Supplies	969,798	594,947	38,125	336,726	-
TOTAL	969,798	594,947	38,125	336,726	-



City of Santa Fe, New Mexico

memo

DATE: January 23, 2018

TO: Public Utilities Committee/ Finance Committee/ City Council

FROM: Shannon Jones, Interim Public Utilities Department Director

ITEM AND ISSUE:

Request approval of the Cost Share Agreement between the City of Santa Fe and Santa Fe County for the Buckman Direct Diversion BS2A Photovoltaic System.

BACKGROUND AND SUMMARY:

In 2013 the City of Santa Fe oversaw the installation of a 1.5 Megawatt Photovoltaic System at the Buckman Direct Diversion's Booster Station 2A Facility. This project was funded Pursuant to City Ordinance No. 2013-13, when the City and the New Mexico Finance Authority ("NMFA") entered into a "Loan Agreement" to finance up to \$5,050,000 for the design, acquisition, construction, permitting, and installation of a Solar Photovoltaic System to provide a renewable power source for Booster Station 2A. Under the Loan Agreement, approximately half of the actual "aggregate disbursements" made to the City for the PV System is a grant, defined in the Loan Agreement as the "aggregate forgiven disbursements." The remaining portion of the aggregate disbursements is a loan, defined in the Loan Agreement as the "aggregate repayable disbursements" and in this Agreement as the "Principal Amount." Subject to the right to prepay, the Loan Agreement requires the Principal Amount to be repaid over 20 years in amortized payments of principal plus interest at the rate of 2% per year on the outstanding principal amount plus an annual administrative fee of 0.25% on the outstanding Principal Amount.

As the Buckman Direct Diversion is jointly owned by both the City of Santa Fe and Santa Fe County, it is requested that both partners realize the benefits and cost of the system.

ACTION REQUESTED:

Request approval of the Cost Share Agreement between the City of Santa Fe and Santa Fe County for the Buckman Direct Diversion BS2A Photovoltaic System.

ATTACHMENTS:

- Cost Sharing Agreement for Buckman Direct Diversion BS2A Photovoltaic System

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

COST SHARING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY

This Cost Sharing Agreement (“Agreement”) between the City of Santa Fe (“City”) and Santa Fe County (“County”) shall be effective as of the date of the full execution of this Agreement.

RECITALS

A. The City and the County (collectively, “Parties”) each own an undivided 50% interest in the facilities comprising the Buckman Direct Diversion (“BDD”) Project, excluding the Club at Las Campanas Separate Facilities, as described in the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion* (“JPA”), as amended, and the *Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project between the City of Santa Fe, Santa Fe County and Las Campanas LP*, as amended.

B. Pursuant to City Ordinance No. 2013-13, the City and the New Mexico Finance Authority (“NMFA”) entered into that certain May 3, 2013, *Drinking Water State Revolving Loan Fund/Loan and Subsidy Agreement* (“Loan Agreement”) to finance up to \$5,050,000 for the design, acquisition, construction, permitting, and installation of a Solar Photovoltaic System (“PV System”) to provide a renewable power source for Booster Station 2A of the BDD Project.

C. Under the Loan Agreement, approximately half of the actual “aggregate disbursements” made to the City for the PV System is a grant, defined in the Loan Agreement as the “aggregate forgiven disbursements.” The remaining portion of the aggregate disbursements is a loan, defined in the Loan Agreement as the “aggregate repayable disbursements” and in this Agreement as the “Principal Amount.” Subject to the right to prepay, the Loan Agreement requires the Principal Amount to be repaid over 20 years in amortized payments of principal plus interest at the rate of 2% per year on the outstanding principal amount plus an annual administrative fee of 0.25% on the outstanding Principal Amount. Interest and fee payments are made semi-annually on December 1 and June 30 of each year; principle payments are made annually on June 30 of each year.

D. Beginning in May, 2013, NMFA made aggregate disbursements to the City under the Loan Agreement of \$4,890,583.20, which corresponds to a Principal Amount of \$2,445,291.60. The PV System was constructed and became operational in June of 2014.

E. The repayment schedule under the Loan Agreement is attached to this Agreement as Exhibit A. As shown on Exhibit A, the first semi-annual payment under the Loan Agreement became due on June 30, 2015. As of the execution of this Agreement, the City has paid the following amounts:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Fee</u>	<u>Total</u>
June 30, 2015	\$43,452.99	\$17,830.25	\$2,547.18	\$63,830.42
December 1, 2015		\$21,016.09	\$3,002.30	\$24,018.39

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

June 30, 2016	\$105,156.99	\$21,016.09	\$3,002.30	\$129,175.38
December 1, 2016		\$20,095.96	\$2,870.86	\$22,966.82
June 30, 2017	\$107,259.90	\$20,095.96	\$2,870.86	\$130,226.72
December 1, 2017		\$19,157.44	\$2,736.78	\$21,894.22
TOTAL AMOUNT PAID BY CITY THOUGH December 1, 2017:				<u>\$392,111.95</u>

F. In accordance with the JPA and City Ordinance No. 2013-13, the Parties agree that the PV System is a part of the BDD Project facilities that the City and the County jointly own. Accordingly, the City and the County shall equally share all costs associated with the PV System, including equal amounts related to the City’s repayment of the Principal Amount, accrued interest, and administrative fee under the Loan Agreement.

G. Operation of the PV System results in substantial benefits, including reduction of the BDD Project’s electric bill in the form of a renewable energy credit, reductions in the amount of purchased electricity, and sales of electricity to PNM when the PV System produces surplus energy. Because of a reallocation of these benefits by BDD accounting staff as between the City and the County, the City received a total benefit of \$43,299.62 that should have been allocated to the County.¹

H. The purpose of this Agreement is to establish the terms and conditions under which the County will reimburse the City for half of the payments that the City has made to NMFA through December 1, 2017, and to set out a payment schedule under which the County will continue to reimburse the City for half of the Principal Amount, interest, and administrative fee going forward.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. The Parties agree that the County shall be entitled to a credit from BDD in the amount that BDD misallocated to the City (\$43,299.62), as described in Recital G above.¹

3. Loan Payments. The City and the County shall each pay amounts equal to one half of the Principal Amount, interest, and administrative fees due under the Loan Agreement, as follows:

A. Prior City Payments; Reimbursement by County. The City is entitled to reimbursement from the County for one half of the total payments it has paid to NMFA through December 1, 2017 (\$392,111.95). Therefore, as soon as practicable after execution of this

¹ This Agreement does not address the additional \$7,500.53 credit that was misallocated to the Club at Las Campanas, which shall be resolved directly between Las Campanas and Santa Fe County.

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

Agreement, the City shall submit an invoice to the County for \$196,055.98. The County shall pay the invoice within 30 days of receipt exclusively from the General Obligation Improvement and Refunding Bonds, Series 2016, proceeds.

B. Ongoing Payments; City Reimbursement. The City shall continue to be responsible for making the semi-annual payments of principal, interest, and administrative fees, in full, to NMFA required under the Loan Agreement until the Principal Amount has been paid in full. The City shall be entitled to prompt reimbursement from the County for one-half of each such payment, subject to Section 3(C) below. As soon as practicable after making each semi-annual payment to NMFA, the City shall submit an invoice to the County for one-half of the amount paid, which the County shall thereafter pay within 30 days of receipt.

C. Total County Obligation. Notwithstanding any other provision of this Agreement, the County's maximum obligation to the City under the Loan Agreement shall not exceed \$1,487,253.46. In addition, the County shall not be responsible for reimbursing the City for late fees or penalties assessed by NMFA under the Loan Agreement.

D. Prepayment. The County or the City may prepay their respective one-halves of the total outstanding balance due under the Loan Agreement in accordance with Article VIII of the Loan Agreement and this Agreement. If either or both Parties desire to prepay, they shall negotiate a mutually agreeable prepayment date, giving due regard to their respective budgets, the payment schedule under the Loan Agreement, and the obligation under Article VIII of the Loan Agreement to provide notice to NMFA no less than 45 days before the prepayment date. The City shall provide the prepayment notice to NMFA required under Article VIII of the Loan Agreement, which notice shall designate the prepayment date agreed upon by the Parties. The City shall also confirm with NMFA the total amount that will be outstanding under the Loan Agreement as of the prepayment date ("Outstanding Balance"), including the total unpaid Principal Amount, accrued interest, and the administrative fee. The following options shall apply to prepayment:

(i) Prepayment of Outstanding Balance in Full. The Parties may agree to prepay the Outstanding Balance, with each simultaneously paying its respective one-half. In this event, the County shall pay its half of the Outstanding Balance to the City and the City shall pay the entire Outstanding Balance directly to NMFA on or before the prepayment date.

(ii) Prepayment by One Party of Half of the Outstanding Balance. The County or the City may unilaterally decide to prepay its respective entire one-half of the Outstanding Balance, which shall constitute a partial prepayment under Article VIII of the Loan Agreement. If the County desires to prepay its entire half of the Outstanding Balance, the County shall pay such amount to the City and the City shall pay the same amount directly to NMFA on or before the prepayment date. If the County prepays one-half of the Outstanding Balance, it shall have no further obligation to the City regarding the Loan Agreement, as of the prepayment date, and the City shall thereafter make payments to NMFA in accordance with the NMFA's recalculated payment schedule. If the City prepays one-half of the Outstanding Balance, the County shall thereafter make the full payment to the City due under NMFA's recalculated payment schedule, and the City shall timely transmit the County's payments to NMFA;

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

provided, however, that the County shall make the bi-annual payments to the City on or before November 1st and May 31st of each year until the Outstanding Balance is paid in full.

(iii) Prepayment by One Party of less than Half of the Outstanding Balance. Neither the County nor the City may prepay less than its respective one-half of the Outstanding Balance except in accordance with a written agreement between the Parties that, among other things, sets out the Parties' respective pro-rata payment obligations after partial prepayment date.

4. Equal Sharing of Benefits and Costs. The City and County shall share equally all benefits derived from the PV System, including renewable energy credits, reductions in electricity bills, and proceeds from the sale of excess generation of electricity by the PV System. The City and County shall also share equally all costs associated with operation and maintenance of the PV System, including but not limited to all costs imposed by the Public Service Company of New Mexico (PNM) pursuant to the Electric Facilities and Service Agreement Under Rate 11B (PNM Agreement #1025009).

5. Good Faith. The Parties shall work with BDD staff in good faith to assure that the costs and benefits of the PV System are allocated equally.

6. Effective Date and Termination. This Agreement shall be effective on the date it has been fully executed by the governing body of each Party and shall terminate on the date that the Outstanding Balance is paid in full.

7. Miscellaneous

a. No Waiver. Neither the City nor the County waive any limitation of liability that may apply under state law, including but not necessarily limited to the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, Section 37-1-23.

b. Scope of Agreement. This Agreement constitutes the entire agreement and understanding between the County and the City and supersedes any and all prior agreements, and understandings, oral or written, relating to the subject matter hereof.

c. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the County and the City may enforce this Agreement.

d. Neutral Construction. Both parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either Party and shall be construed neutrally so as to carry out the intent of the Parties.

e. Assignment. This Agreement is not assignable by either Party.

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

f. Captions. Section headings in this Agreement are used solely for convenience, and shall be disregarded in the construction of this Agreement.

g. Amendment. This Agreement shall not be amended except by an instrument in writing executed by the Parties.

h. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the Parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CITY OF SANTA FE

Javier Gonzales, Mayor

Date

ATTEST:

Yolanda Vigil, City of Santa Fe Clerk

Date

APPROVED:

Adam Johnson, City Finance Director

Date

APPROVED AS TO FORM:

Kelley A. Brennan, City Attorney

Date

[County signatures on next page]

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

SANTA FE COUNTY

By: _____ Date _____
Henry P. Roybal, Chair
Board of County Commissioners

ATTEST:

Geraldine Salazar, County Clerk Date _____

APPROVED AS TO FORM:

R. Bruce Frederick, County Attorney Date _____

FINANCE DIVISION APPROVAL

Stephanie Schardin Clarke Date _____
Finance Division Director

DRAFT 2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

Exhibit A

NMFA Drinking Water (#SANTAFE DW-4)

Payment Date	Principal	Interest Rate	Admin Rate	Coupon	Interest	Fees	Periodic Debt Service	Fiscal Year Debt Service	SF County Cost Share
06/01/2015	43,452.99	1.75%	0.25%	2.00%	17,830.25	2,547.18	63,830.42	63,830.42	31,915.21
12/01/2015					21,016.09	3,002.30	24,018.39		
06/01/2016	105,156.99	1.75%	0.25%	2.00%	21,016.09	3,002.30	129,175.38	153,193.77	76,596.89
12/01/2016					20,095.96	2,870.86	22,966.82		
06/01/2017	107,259.90	1.75%	0.25%	2.00%	20,095.96	2,870.86	130,226.72	153,193.54	76,596.77
12/01/2017					19,157.44	2,736.78	21,894.22		
06/01/2018	109,404.99	1.75%	0.25%	2.00%	19,157.44	2,736.78	131,299.21	153,193.43	76,596.72
12/01/2018					18,200.15	2,600.02	20,800.17		
06/01/2019	111,592.99	1.75%	0.25%	2.00%	18,200.15	2,600.02	132,393.16	153,193.33	76,596.67
12/01/2019					17,223.71	2,460.53	19,684.24		
06/01/2020	113,824.99	1.75%	0.25%	2.00%	17,223.71	2,460.53	133,509.23	153,193.47	76,596.74
12/01/2020					16,227.74	2,318.25	18,545.99		
06/01/2021	116,101.99	1.75%	0.25%	2.00%	16,227.74	2,318.25	134,647.98	153,193.97	76,596.99
12/01/2021					15,211.85	2,173.12	17,384.97		
06/01/2022	118,423.99	1.75%	0.25%	2.00%	15,211.85	2,173.12	135,808.96	153,193.93	76,596.97
12/01/2022					14,175.64	2,025.09	16,200.73		
06/01/2023	120,791.98	1.75%	0.25%	2.00%	14,175.64	2,025.09	136,992.71	153,193.44	76,596.72
12/01/2023					13,118.71	1,874.10	14,992.81		
06/01/2024	123,207.99	1.75%	0.25%	2.00%	13,118.71	1,874.10	138,200.80	153,193.61	76,596.81
12/01/2024					12,040.64	1,720.09	13,760.73		
06/01/2025	125,671.98	1.75%	0.25%	2.00%	12,040.64	1,720.09	139,432.71	153,193.44	76,596.72
12/01/2025					10,941.01	1,563.00	12,504.01		
06/01/2026	128,184.98	1.75%	0.25%	2.00%	10,941.01	1,563.00	140,688.99	153,193.00	76,596.50
12/01/2026					9,819.39	1,402.77	11,222.16		
06/01/2027	130,748.98	1.75%	0.25%	2.00%	9,819.39	1,402.77	141,971.14	153,193.30	76,596.65
12/01/2027					8,675.34	1,239.33	9,914.67		
06/01/2028	133,363.98	1.75%	0.25%	2.00%	8,675.34	1,239.33	143,278.65	153,193.32	76,596.66
12/01/2028					7,508.40	1,072.63	8,581.03		
06/01/2029	136,030.98	1.75%	0.25%	2.00%	7,508.40	1,072.63	144,612.01	153,193.04	76,596.52
12/01/2029					6,318.13	902.59	7,220.72		
06/01/2030	138,751.98	1.75%	0.25%	2.00%	6,318.13	902.59	145,972.70	153,193.42	76,596.71
12/01/2030					5,104.05	729.15	5,833.20		
06/01/2031	141,526.98	1.75%	0.25%	2.00%	5,104.05	729.15	147,360.18	153,193.38	76,596.69
12/01/2031					3,865.69	552.24	4,417.93		
06/01/2032	144,357.98	1.75%	0.25%	2.00%	3,865.69	552.24	148,775.91	153,193.84	76,596.92
12/01/2032					2,602.56	371.79	2,974.35		
06/01/2033	147,244.98	1.75%	0.25%	2.00%	2,602.56	371.79	150,219.33	153,193.68	76,596.84
12/01/2033					1,314.16	187.74	1,501.90		
06/01/2034	150,189.98	1.75%	0.25%	2.00%	1,314.16	187.74	151,691.88	153,193.78	76,596.89
Total	2,445,291.60				463,063.57	66,151.94	2,974,507.11	2,974,507.11	1,487,253.56



Date: February 1, 2018
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *[Signature]*
Thru: Charles M. Vokes, BDD Facilities Manager
Subject: IntraWorks, Inc. Professional Services Agreement

Item and Issue:

Request for the approval of a Professional Services Agreement in the amount of \$49,924 plus applicable gross receipts tax, for the BDD Security System Repair Project with IntraWorks, Inc.

Background and Summary:

In 2016, the Buckman Direct Diversion staff began the BDD Security System upgrade and repair project. In preparation of the project we invited 10 security system integrators to review the current systems and provide quotes with options to gradually upgrade and repair the entire system within the next four years. IntraWorks, Inc. provided the lowest bid and they currently have a CES Cooperative Agreement 15-022B-C106.

Phase III of the Security System Repair Project will consist of the following:

- Replacement and installation of 5 new IP cameras at Booster Station 2A
- Replacement and installation of 2 new IP Cameras at the main treatment plant
- Hardware and current software upgrades

Installation shall include cable, miscellaneous equipment, material, license, programming, training, testing and commissioning.

In order to operate and maintain this system, as well as meet Homeland security requirements, it is imperative that we replace failing equipment with more robust equipment that will provide higher quality imaging that is compatible with current system upgrades. This phase of the project was included in our FY17/18 Adopted Budget. Costs of the on-going project will continue to be included in future budgets.



Action Requested:

Staff recommends approval of a Professional Services Agreement with IntraWorks, Inc. in the amount of \$49,924.00 exclusive of NMGRT. Funding is available in the current operating budget.

BU/LI: Repair & Replacement System Equipment # 7280000.520150.742010

Approved by BDDB February 1, 2018

Commissioner Henry P. Roybal,
BDDB Chair

**BUCKMAN DIRECT DERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
INTRAWORKS, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and IntraWorks, Inc. (“Contractor”). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as follows:

- A. Replacement and installation of cameras at Booster Station 2A and Main Plant, as described per Exhibit A.
- B. Provide all necessary hardware to inter-connect to the existing security system.
- C. Installation shall include all cable, miscellaneous equipment, material, license, programming, training, testing and commissioning.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Compensation under this Agreement shall be Forty-nine Thousand Nine-hundred Twenty-four Dollars (\$49,924.00) plus applicable gross receipts tax, as described in Exhibit A.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2018.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required

under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, the City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (ii) obtained BDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's

liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

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

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

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

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

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

An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

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

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

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

from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

G. **Specific Provisions Required.**

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

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

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

(b) The BDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDB. The BDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

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

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the

General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and the City of Santa Fe shall have the right to

audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin,

ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

BDDDB: Charles Vokes
BDD Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: cmvokes@ci.santa-fe.nm.us

With a copy to: Nancy R. Long, Esq.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
2200 Brothers Road
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: IntraWorks, Inc.
7910 Lorraine Ct. NE
Albuquerque, NM 87113
Contact: Martin Flores
Email: mfores@intraworksusa.com

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry P. Roybal, BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

File Date: _____

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.520150. (160025, 996125)

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

**CONTRACTOR:
IntraWorks, Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # _____

City of Santa Fe Business
Registration # _____

Exhibit A

Booster 2A Video Surveillance Upgrade Systems Proposal

Booster 2A

Line No.	Description	Unit	Quantity	Amount (USD)
1	Avigilon - VMA-AS2-8P4-NA 8 PORT 4TB VIDEO APPLIANCE W/ ACC5 CORE	\$3,480.00	1	\$3,480.00
2	16C-ACC5-ACC6-ENT-UPG 16CH ACC5 ENT TO ACC6 ENT UPGRADE (MAIN PLANT)	\$295.00	1	\$295.00
3	8C-ACC5-ACC6-ENT-UPG 8CH ACC5 ENT TO ACC6 ENT UPGRADE (1A & RWPS)	\$157.00	2	\$314.00
4	1C-ACC5-ACC6-ENT-UPG 1CH ACC5 TO ACC6 ENT UPGRADE (MAIN PLANT)	\$23.00	1	\$23.00
5	POE-INJ-60W-NA 60 WATT POE INJECTOR	\$115.00	1	\$115.00
6	FV-VORORMXT VERACITY OUTREACH MAX OUTDOOR POE/ETHERNET EXTENDER	\$325.00	4	\$1,300.00
7	Avigilon - 5.0L-H4A-BO1/ H4-BO-JBOX1 5MP BULLET CAMERA W/ ANALYTICS / With - mounting brackets	\$1,022.00	4	\$4,088.00
8	Avigilon - 2.0W-H2PTZ-DP20 2MP PTZ CAMERA / MNT-PEND-WALL	\$2,814.00	1	\$2,814.00
9	AL-1801 Computer Interface module	\$169.00	1	\$169.00
10	AL-1809 TCP/IP Interface module	\$137.00	1	\$137.00
	Installation, Cable, Misc. equipment, material, license, programming, equipment demo, training, testing and commissioning.			\$19,165.00
	Video Surveillance & Management Systems Proposal Sub-Total*			\$31,900.00

*Pricing shown does not include taxes

Main Plant Video Surveillance Upgrade Systems Proposal

Main Plant - PTZ # 18 East Fence Line 2 camera # 8&9 & 2A.

<i>Line No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Amount (USD)</i>
4	Avigilon - 5.0L-H4A-BO1 / H4-BO-JBOX1 5MP BULLET CAMERA W/ ANALYTICS / With - mounting brackets	\$1,022.00	2	\$2,044.00
5	Avigilon - 2.0W-H2PTZ-DP20 / MNT-PEND-WALL 2MP PTZ CAMERA / MNT-PEND-WALL	\$2,814.00	1	\$2,814.00
6	Installation, Cable, Misc. equipment, material, switches, programming, training, testing and commissioning.			\$13,166.00
Video Surveillance & Management Systems Proposal Sub-Total*				\$18,024.00

Taxes & Totals

Booster 2A Proposal Sub-Total	\$31,900.00
Main plant Proposal Sub-Total	\$18,024.00
Taxable Sub-Total	\$49,924.00
Applicable Tax Not Included	
Final Price (Applicable Tax not Included)	\$49924.00



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 IntraWorks, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$49,924.00

Termination Date: June 30, 2018

Approved by BDDB Date: _____

or by BDD Facilities Manager Date: _____

Contract is for: Provide replacement and installation of new security camera equipment.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDB Date: _____

or by Project Manager Date: _____

Amendment is for:

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

Amount \$ 49,924.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: Provide replacement & installation of security camera equipment.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 49,924



**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 Cooperative Agreement 15-022B-C106

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

7 **Funding Source:** Operating Fund **BU/Line Item:** 7280000.510250.742010

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:



Date: February 1, 2018
To: Buckman Direct Diversion Board
From: Nancy R. Long *NRL*
Subject: Citizen Member and Alternate Citizen Member

Item and Issue:

Status of the citizen member and alternate citizen member on the Buckman Direct Diversion Board (BDDDB).

Background and Summary:

The Joint Powers Agreement (“JPA”), as amended, establishing the BDDDB provides for the appointment of a citizen member and alternate citizen member to the BDDDB by a majority vote of the four other voting members of the BDDDB. The term of the citizen member and alternate citizen member is two years and the current terms for both the citizen member and alternate citizen member expire on March 3, 2018. Although the terms expire March 3, 2018, the JPA provides that both members continue to serve until new members are appointed by the BDDDB. In addition, the citizen members may be reappointed without limit.

When the citizen members were last appointed, the BDDDB advertised for the citizen member position and alternate citizen member position by placing public notices in the *Santa Fe New Mexican*, and on the BDDDB's and City's website for two weeks. Applications were received and then interviews were conducted by staff and two BDDDB members, with recommendations made to the BDDDB.

Action Requested:

The BDDDB staff and attorney seek direction on the appointment or re-appointment of the citizen members. Should the BDDDB wish to re-appoint the current citizen members, perhaps letters of interest should be requested from the citizen members so that the BDDDB may confirm their continued interest to serve on the Board.

