

Memorandum



Buckman Direct Diversion

Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of August 2019 *RS*

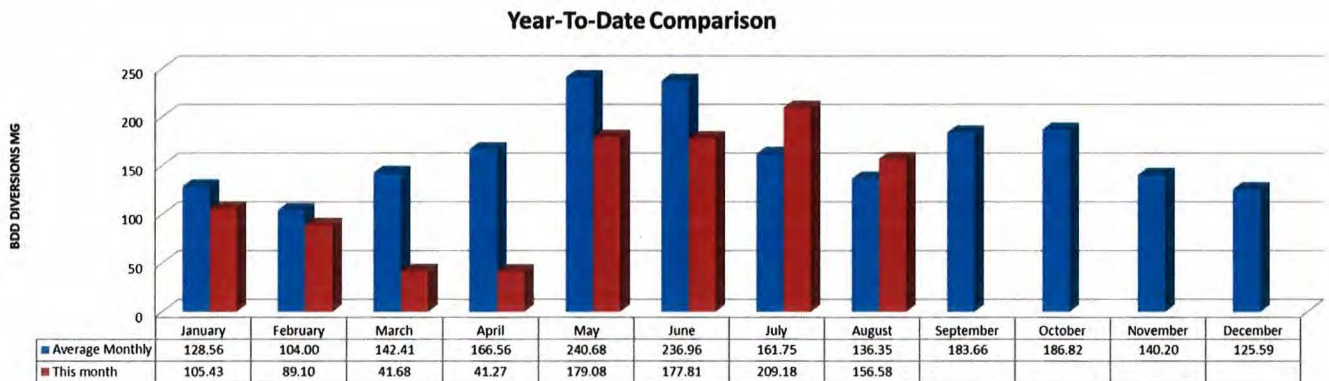
ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of August 2019. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 5.051 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 4.099 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.838 MGD.
 - d. Onsite treated and non-treated water storage: 0.114 MGD Average.

2. The BDD is providing approximately 31.02% percent of the water supply to the City and County for the month.

3. Monthly Drought Update summary.

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



Drought/Monsoon, Storage, and ESA Update

NOAA has recently updated ENSO (El Nino/La Niña) status to:

A transition from El Niño to ENSO-neutral is expected in the next month or two, with ENSO-neutral most likely to continue through Northern Hemisphere fall and winter.

Heron, Abiquiu, and El Vado reservoir levels on the Chama River are still experiencing spring runoff, although it is slowing. Abiquiu Reservoir is out of “flood ops,” which means that not only native water but also SJCP flows can be called for from the reservoir. Local Upper Santa Fe River reservoir storage volume is at 83% of capacity. The City received over 90% delivery from BoR of full firm-yield of San Juan-Chama Project (SJCP) water for year 2018, and 2019 is projected to be 100% full firm yield - Santa Fe has received 63% of full firm yield to date. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions are not in effect (restrictions on storage were lifted in early May). This means the City is now allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 acre-feet (AF). Updates to this condition will be made as needed; however, the current absence of Article VII storage restrictions are expected to stay in effect for the foreseeable future.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:

9,283 AF.

El Vado:

0 AF.

Abiquiu:

4,951 AF. SJCP carry-over from previous years plus 2018 deliveries. No time limit to vacate due to storage agreement with ABCWUA

TOTAL:

14,234 AF

Buckman Direct Diversion Monthly SJC and Native Diversions

Aug-19

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	327.677	56.671	0.000	271.007	271.007	0.000	2.483
FEB	278.357	71.266	0.000	207.090	207.090	0.000	1.908
MAR	134.335	88.610	0.000	45.725	45.725	0.000	3.498
APR	126.924	114.750	0.000	12.175	12.175	0.000	0.110
MAY	550.285	550.285	0.000	0.000	0.000	0.000	0.000
JUN	546.222	546.222	0.000	0.000	0.000	0.000	0.000
JUL	625.729	0.000	0.000	625.729	519.383	106.345	2.907
AUG	480.701	45.517	0.000	435.184	355.434	79.750	3.917
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	3,070.230	1,473.321	0.000	1,596.909	1,410.814	186.095	14.822

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	18.460	0.000	87.342	87.342	0.000	105.802
FEB	23.214	0.000	66.739	66.739	0.000	89.953
MAR	28.863	0.000	13.735	13.735	0.000	42.598
APR	37.378	0.000	3.924	3.924	0.000	41.302
MAY	179.246	0.000	0.000	0.000	0.000	179.246
JUN	177.923	0.000	0.000	0.000	0.000	177.923
JUL	0.000	0.000	201.598	167.635	34.262	201.598
AUG	14.826	0.000	141.755	115.777	25.978	156.581
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	479.909	0.000	515.095	455.154	60.240	995.004

Buckman Direct Diversion Monthly SJC and Native Diversions							
Dec-18		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	383.578	77.954	0.000	305.624	305.624	0.000	2.708
FEB	343.467	75.227	0.000	268.240	268.240	0.000	2.415
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.407	569.253	0.000	93.154	93.154	0.000	3.898
MAY	941.240	209.538	0.000	731.702	615.366	116.336	8.171
JUN	912.903	30.894	0.000	882.009	740.070	141.939	8.707
JUL	905.897	0.000	0.000	905.897	816.188	89.709	4.255
AUG	678.383	1.466	0.000	676.917	676.917	0.000	6.087
SEP	694.411	0.000	0.000	694.411	694.411	0.000	6.404
OCT	608.789	0.000	0.000	608.789	599.228	9.560	5.805
NOV	404.616	82.390	0.000	322.226	316.641	5.585	3.196
DEC	369.186	2.966	0.000	366.220	366.220	0.000	3.392
TOTAL	7,268.656	1,317.200	0.000	5,951.456	5,588.327	363.129	59.073

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

Memorandum cont.

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

Memorandum



Buckman Direct Diversion

Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Joint Funding Agreement with U.S. Geological Survey

ITEM AND ISSUE:

Request for approval to enter into a Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS) in the amount \$61,752 for FY 2019/2020.

BACKGROUND AND SUMMARY:

In June 2016 the Buckman Direct Diversion Board approved a Joint Funding Agreement with the U.S. Geological Survey, as part of an on-going project to install, operate and maintain monitoring station equipment.

The objective of the JFA was associated with the ENS program of the 2015 DOE & BDDDB MOU for determining cessation of the diversion due to Los Alamos Canyon flows. As being one of the best in the field, the USGS was approached with the request for installation of a BDD stream gage and a sediment monitoring station. Due to the high cost, the project was divided into phases for implementation:

- ✚ Phase I – Installation of a stream gage. (Completed June 2016)
- ✚ Phase II – Installation of sediment sampling equipment. (Completed July 2017)
- ✚ Phase III – Installation and model development of a high sediment monitoring equipment to provide real-time estimates of suspended sediment. \$43,186.00
- ✚ Annual Cost - Operation and maintenance of the monitoring equipment \$18,566.00.

This request is for the annual operation and maintenance of the stream gage and installation of suspended sediment gage by the USGS, which they will also provide collection of daily and event based ISCO suspended sediment samples. These samples will include mean daily suspended sediment loads, mean daily suspended concentration, suspended-sediment concentration from discrete samples and particle size data analyzed on monthly integrated samples.

ACTION REQUESTED:

Staff recommends approval of the Joint Funding Agreement with USGS in the amount of \$61,752. Funding is available in the approved FY 2019/2020 operating budget.

BU/LI: Service Contracts 8000801.510310 and System Equipment 8000801.570500

Approved by BDDDB September 5, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600003488
Agreement #: 19RGJFA38
Project #: RG00GVC
TIN #: 85-6000168

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2019, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the BUCKMAN DIRECT DIVERSION BOARD party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of the streamgaging station Rio Grande above Buckman Direct Diversion (08313150) and provide real time estimates of suspended sediment concentrations using turbidity as a surrogate, including installation and model development. Deliverable to Buckman Direct Diversion Board are estimates of instantaneous suspended sediment concentration, mean daily suspended sediment concentration, mean daily suspended sediment load, as well as monthly discrete samples, and particle size data analyzed on the monthly integrated samples, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period July 1, 2019 to June 30, 2020
- (b) \$61,752 by the party of the second part during the period July 1, 2019 to June 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600003488
Agreement #: 19RGJFA38
Project #: RG00GVC
TIN #: 85-6000168

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Mark Gunn
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 830-7903
Fax:
Email: mgunn@usgs.gov

Customer Technical Point of Contact

Name: Daniela Bowman
Address: 341 Caja del Rio Road
Santa Fe, NM 87506
Telephone: (505) 955-4504
Fax:
Email: dkbowman@ci.santafe-nm.us

USGS Billing Point of Contact

Name: Mary Torrez
Budget Analyst
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 830-7909
Fax: (505) 830-7950
Email: mvaldez@usgs.gov


Customer Billing Point of Contact

Name: Mackie Romero
Address: 341 Caja del Rio Road
Santa Fe, NM 87506
Telephone: (505) 955-4506
Fax:
Email: mmromero1@santafenm.gov

U.S. Geological Survey
United States
Department of Interior

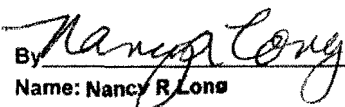
Buckman Direct Diversion Board

Signature

By  Date: 07/25/2019
Name: Johnathan Bumgarner
Title: Director, New Mexico Water Science Center

Signatures

By _____ Date: _____
Name: Anna T Hamilton
Title: BDDB Chair

By  Date: 8-27-19
Name: Nancy R. Long
Title: BDDB Counsel

ATTEST

By _____ Date: _____
Name: Geraldine Salazar
Title: County Clerk

U.S Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer#:600003488
Agreement #: 19RGJFA38
Project #: RG00GVC
TIN #: 85-6000168

Buckman Direct Diversion Board

Signatures (continued)

By _____ Date: _____

Name: Mary T. McCoy
Title: City Finance Director

ATTEST

By _____

Name: Yolanda Y. Vigil
Title: City Clerk

File Date: _____



Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Request to reauthorize funding

ITEM AND ISSUE:

Request for approval to reauthorize unexpended funds approved by the BDDDB from the Major Repair and Replacement Fund.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion Board authorized funding from the BDD Major Repair and Replacement Fund to fund multiple projects. As of July 1, 2019 the following projects were still on-going and are expected to be completed within the current fiscal year.

On-going project balance:

- \$40,000 Deere & Ault Consultants – On call engineering services.
- \$44,152 Eaton Corporation – Installation of two variable frequency drives.
- \$367,677.76 Alpha Southwest, Inc. – RWLS Pump Rebuild Project (Pump 4 & 5).
- \$124,341.71 Alpha Southwest, Inc. – BDD Raw Water Pump Project (8 new pumps).

City Finance requires all carry forward funding for on-going projects to be re-appropriated by the governing board. Therefore we are requesting that the BDD Board reauthorize \$576,171.47 from the Major Repair and Replacement Reserve Fund. These funds will be budgeted in the BDD operating fund and transferred from the reserve fund upon actual expenditure.

ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolution to reauthorize \$576,171.47 from the Major Repair and Replacement Fund.

Approved by BDDDB September 5, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 9/5/2019
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Engineering Services	8000825	510320	BDD9913	40,000	
System Equipment	8000825	570550	BDD3200	44,152	
System Equipment	8000825	570550	BDD1300	367,678	
System Equipment	8000825	570550	BDD9925	124,342	
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
City of Santa Fe	8000825	491350		(409,619)	
Santa Fe County	8000825	491010		(143,875)	
Las Campans Club	8000825	439332		(9,901)	
Las Campans Coop	8000825	439960		(12,777)	

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

\$ (0) \$ -

To budget reauthorized funds for on-going projects from the BDD Major Repair and

Replacement reserve fund (801).

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
801	(576,171)
TOTAL:	(576,171)

BDDB Approved 9/05/2019

Mackie Romero	9/5/2019	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000} _____ Date
Department Director Signature	Date		City Manager {≤ \$60,000} _____ Date
		City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	
		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	



Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MMR*
Subject: American Alternative Insurance Corp.

ITEM AND ISSUE:

Request for approval to pay American Alternative Insurance Corporation an additional premium of \$1,644 for auto coverage of new vehicles purchased by the BDDDB.

BACKGROUND AND SUMMARY:

Under the *Joint Power's Agreement, Section 23*, the Board is required to carry coverage separate and apart from the partner's respective policies.

On June 6, 2019 the BDD Board approved a policy with American Alternative Insurance Corporation for insurance coverage at a premium of \$131,948. However our premium renewal did not include auto coverage for the two new vehicles purchased by the BDDDB. Therefore this request is to approve an additional payment \$1,644.00 to American Alternative Insurance through Daniel's Insurance, the broker/agent of record.

ACTION REQUESTED:

Approval to pay American Alternative Insurance Corporation an additional \$1,644.00. Funding is available in the approved FY19/20 operating budget.

BU/LI: General Liability Assessments 8000801.555250

Approved by BDDDB September 5, 2019

Commissioner Anna T. Hamilton, BDDDB Chair





Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *[Signature]*
Subject: Excel Staffing Companies, LLC Amendment No. 5

ITEM AND ISSUE:

Request for approval of Amendment No. 5 to increase compensation with Excel Staffing Companies, LLC in the amount of \$16,000.00 inclusive of NMGRT.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion has entered into a professional services agreement with Excel Staffing Companies, LLC to provide a General Clerk III to assist with clerical duties due to vacancy of the BDD Administrative Assistant position. This position remains vacant as management is evaluating the financial staffing needs of the BDD. However until this position is reclassified, it is critical that assistance is provided by a temporary clerk. Excel Staffing Companies currently have a NM Statewide Price Agreement to provide temporary administrative and professional staffing services.

This amendment will increase compensation in the amount of \$16,000.00, to extend the assignment of the temporary clerk for an additional fourteen weeks or until the position is reclassified and filled. This individual is currently assisting staff in purchasing, budgeting and clerical duties as directed by the BDD Financial Manager.

ACTION REQUESTED:

Staff recommends approval of amendment No. 5 to increase compensation with Excel Staffing Companies, LLC in the amount of \$16,000.00 inclusive of NMGRT.

Fiscal Year	Business Unit/Line Item/Description	Amount
2019/2020	8000801.510310 Service Contracts	\$16,000.00

Approved by BDDDB September 5, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348**

THIS AMENDMENT No.5 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Excel Staffing Companies, LLC ("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 a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

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 Sixteen Thousand Dollars (\$16,000.00), inclusive of 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 Ninety-eight Thousand Eight Hundred Forty Dollars (\$98,840.00) inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A attached hereto. The increase in compensation pursuant to this Amendment will be administered as follows:

- i. Fiscal Year 2019-2020, Twenty-six Thousand Two Hundred Seventy-Eight Dollars (\$26,278.00).

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2020.

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. 5 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:
Excel Staffing Companies, LLC**

By: _____
Anna T Hamilton, BDDDB Chair

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

ATTEST – BDDDB Chair

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

7280000.510310.910010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

Exhibit A

Scope of work:

- Assists with coordinating activities:
 - Tours, events, and employee gatherings.
- Schedules and coordinates meetings for Admin Personnel using Outlook.
- Performs a variety of secretarial and administrative detail work:
 - Answer phones and direct calls to personnel.
 - Types and prints correspondence using Word and Adobe Acrobat.
 - Assist with specialized projects utilizing excel, power point and other Microsoft applications.
 - Facility Mail (Deliveries/Interoffice/USPS/FedEx).
 - Updating Community Calendar Board.
- Reports routinely to supervisor on various projects.
- Attend various assigned meetings.
 - Take minutes and/or operate recording equipment.
- Oversees and administers office supplies and equipment (copiers, scanners).
 - Monitor inventory status.
 - Assures availability of needed materials.
- Assists in preparing documentation for payments to vendors.
- Maintains record management system for office files.
 - Copy and scan Accounts Payable documents.
- Generate and process purchase orders utilizing Enterprise One Software and Excel Software.
 - Track status of requisitions.
 - Assist in negotiating vendor quotes.
- Performs related duties as required by management.
- Looks for opportunities to create efficiencies in processes and communicates findings to management.
- Builds and maintains professional relationships.
- Ability to quickly learn complex processes.

Fee Schedule:

- General Clerk III hourly rate: \$28.55
 - Upon notification, rates may be adjusted due to U.S. Department of Labor increase in Health and Welfare.



**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 Excel Staffing Companies, LLC

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$13,837.20

Termination Date: June 30, 2018

Approved by BDDB Date: _____

or by Project Manager Date: April 19, 2017

Contract is for: To provide temporary General Clerk who shall perform duties associated with the vacant Administrative Assistant position.

Amendment # 5 to the Original Contract# 17-0348

Increase/(Decrease) Amount \$ 16,000

Extend Termination Date to: _____

Approved by BDDB Date: Pending

or by Project Manager Date: _____

Amendment is for: Extending current Temp's assignment.

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

Inclusive of GRT

Amount \$ 13,837.20 of original Contract# 17-0384 Termination Date: 6/30/2018

Reason: To provide temporary General Clerk to perform the duties of the vacant position.

Amount \$ 16,000.00 amendment # 1 Termination Date: 6/30/2019

Reason: Increase compensation and extend term of agreement.

Amount \$ 17,130.00 amendment # 2 Termination Date: 6/30/2019

Reason: Extend current Temp's assignment.

Amount \$ 13,032.80 amendment # 3 Termination Date: 6/30/2019

Reason: Extend current Temp's assignment.

Amount \$ 22,840.00 amendment # 4 Termination Date: 6/30/2020

Reason: Extend current Temp's assignment.

Amount \$ 16,000.00 amendment # 5 Termination Date: 6/30/2020

Reason: Extend current Temp's assignment.

Total of Original Contract plus all amendments: \$ 98,840

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348**

THIS AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Excel Staffing Companies, LLC ("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 a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

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 Twenty-Two Thousand Eight Hundred Forty Dollars (\$22,840.00), inclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Eighty-Two Thousand Eight Hundred Forty Dollars (\$82,840.00) inclusive of applicable gross receipts taxes to be billed in accordance with the updated Fee Schedule provided in Exhibit A attached hereto.

The increase in compensation pursuant to this Amendment will be administered as follows:

- i. Fiscal Year 2018-2019, Twelve Thousand Five Hundred Sixty-Two Dollars (\$12,562.00); and

ii. Fiscal Year 2019-2020, Ten Thousand Two Hundred Seventy-Eight Dollars (\$10,278.00)

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 BDDDB of detailed statements containing a report of services provided. Compensation shall be paid only for services actually performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2020.

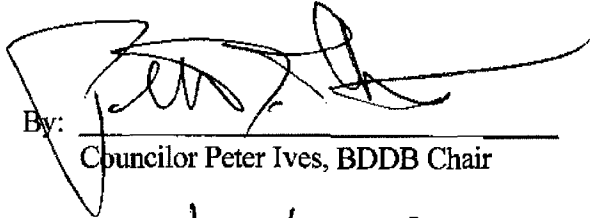
3. AGREEMENT IN FULL FORCE.

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. 4 to the Professional Services Agreement as of the dates set forth below.

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SIGNATURE PAGE FOLLOWS]***

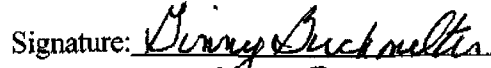
BUCKMAN DIRECT DIVERSION BOARD

By: 
Councillor Peter Ives, BDDDB Chair

Date: 4-4-19

CONTRACTOR:

Excel Staffing Companies, LLC

Signature: 

Printed Name: Gray Buckmelter

Title: President

Date: 4/10/19

APPROVED AS TO FORM

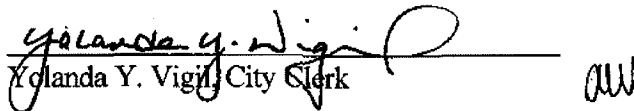

Nancy R. Long, BDDDB Counsel

APPROVED


Mary T. McCoy, City Finance Director *mt*

7280000.510310.910010

ATTEST


Yolanda Y. Vigil, City Clerk *all*

File Date: 4-29-19

ITEM # 19-0099

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348**

THIS AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

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 BDDB 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 Thirteen Thousand Thirty-two dollars .80/100 (\$13,032.80) inclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Sixty Thousand Dollars (\$60,000.00), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A attached hereto.

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.

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.


2. 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.

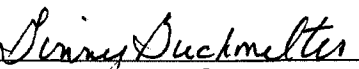
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SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: 
Nick Schiavo,
BDD Interim Facilities Manager

Date: 12/7/18

**CONTRACTOR:
Excel Staffing Companies, LLC**

Signature: 
Printed Name: Ginny Buckmelte
Title: President
Date: 1/8/2019

APPROVED AS TO FORM

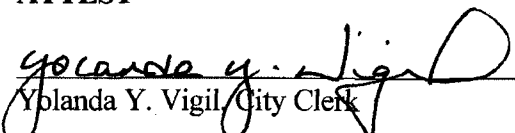

Nancy R. Long, BDDDB Counsel

APPROVED


Mary T. McCoy, City Finance Director *ML*

7280000.510310.910010

ATTEST


Yolanda Y. Vigil, City Clerk

File Date: 2-13-19

ITEM # 18-1095

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348**

THIS AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 28, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as more fully described in Exhibit A attached hereto.

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 Seventeen Thousand One Hundred Thirty Dollars (\$17,130.00) 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 Forty-Six Thousand Nine Hundred Sixty-Seven and .20/100 Dollars (\$46,967.20), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A attached hereto.

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.


2. 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.

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SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: 
Nick Schiavo,
Acting BDD Facilities Manager

Date: 9/27/18

CONTRACTOR:

Excel Staffing Companies, LLC

Signature: Virginia Buckmelter

Printed Name: V. Buckmelter

Title: President

Date: 1 Oct 2018

APPROVED AS TO FORM

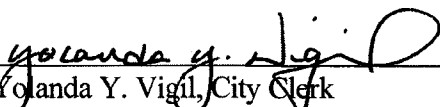

Nancy R. Long, BDDB Counsel

APPROVED

 *ML*
City Finance Director

7280000.510310.910010

ATTEST

 *YV*
Yolanda Y. Vigil, City Clerk

File Date: 10/12/18

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348**

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017 (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

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 Sixteen Thousand Dollars (\$16,000.00) 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 Twenty-Nine Thousand Eight Hundred Thirty-Seven and .20/100 Dollars (\$29,837.20), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A attached hereto.

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.

2. **TERM AND EFFECTIVE DATE.**

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2019.

3. **AGREEMENT IN FULL FORCE.**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: 
Charles Vokes, BDD Facilities Manager

Date: 12.5.18

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: See Attached

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Nancy R. Long, BDDB Counsel

APPROVED

 6/15/18
City Finance Director

7280000.510310.910010

ATTEST


Yolanda Y. Vigil, City Clerk 

File Date: 6-15-18

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Charles Vokes, BDD Facilities Manager

Date: _____

**CONTRACTOR:
Excel Staffing Companies, LLC**

Signature: Virginia Buckmelter
Printed Name: Virginia Buckmelter
Title: President
Date: 6 May 2018

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDB Counsel

APPROVED

[Signature] 6/5/18
City Finance Director

7280000.510310.910010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC**

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as described:

Provide a General Clerk III to perform duties as described in Exhibit A attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Compensation under this Agreement shall not exceed thirteen thousand eight hundred thirty seven dollars and 20/100’s (\$13,837.20) inclusive of applicable gross receipts taxes to be billed in accordance with the Fee Schedule provided in Exhibit A attached hereto.

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

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

C. Contractor shall comply with 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 BDDB.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the

BDDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, 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 BDDDB to any obligation not assumed herein by the BDDDB 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 BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB 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 BDDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDDB'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) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or

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

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the 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 BDDB within four working days of Contractor’s receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

G. **Specific Provisions Required.**

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

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the 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, as reflected in an endorsement which shall be submitted to the BDDDB.

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the 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:

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:

Excel Staffing Companies, LLC
1700 Louisiana Blvd. NE, Suite 210
Albuquerque, NM 87110-7024
Email: diana@excelstaff.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 BDDB

By: 
Charles Vokes, BDD Facilities Manager

Date: 19 Apr 17

APPROVED AS TO FORM


Nancy R. Long, BDDB Counsel

APPROVED


Adam K. Johnson, City Finance Director *AKJ*

7280000.510310.810010

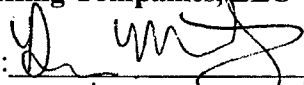
ATTEST


Yolanda Y. Vigil, City Clerk *CAS*

File Date: 4-26-17

CONTRACTOR:

Excel Staffing Companies, LLC

Signature: 

Printed Name: Diana Martinez

Title: N. Area Manager

Date: 4/19/17

NM Taxation & Revenue
CRS # 01761574007

City of Santa Fe Business
Registration # 14-00092786

Exhibit A

Scope of work:

Excel staffing is to provide a General Clerk III to perform duties as listed below.

Buckman Direct Diversion Administrative Duties

- Assists in coordinates activities
 - Tours, events and employee gatherings
- Schedules and coordinates meetings
- Performs a variety of secretarial and administrative detail work;
 - Answer phones and direct calls to personnel
 - Types and prints correspondence
 - Assist with specialized projects utilizing excel, power point and other Microsoft applications
 - Facility Mail (Deliveries/Interoffice/USPS/FedEx)
 - Updating Community Calendar Board
 - Assist in routing timesheets
- Reports routinely to supervisor on various projects
- Attend various meeting
 - Take minutes and/or operate recording equipment
- Oversees and administers office supplies and equipment (copiers, scanners)
 - Monitor inventory of office supplies
 - Assures availability of needed materials
- Assists in preparing documentation for payments to vendors
 - Prepare weekly payment transmittals
 - Track payment status
 - Correspond with vendors
- Maintains record management system for office files
 - Copy, file and scan documents
- Generate and process purchase orders utilizing Enterprise One Software
 - Track status of requisitions
 - Track balances on open purchase orders
 - Assist in negotiating vendor quotes
- Performs related duties as required by management

Fee Schedule:

- General Clerk III hourly rate \$26.61
- Monday thru Friday, 8:00 a.m. to 5:00 p.m.
- Estimated 13 weeks @ 40 hours per week

Memorandum



Buckman Direct Diversion

Date: September 5, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mmr*
Subject: ALS Group USA, Corp Amendment No. 2

ITEM AND ISSUE:

Request for approval of Amendment No. 2 to the Professional Services Agreement Item 18-1048 with ALS Group USA, Corp for additional laboratory analysis services for FY19/20 in the amount of \$75,500 inclusive of NMGRT.

BACKGROUND AND SUMMARY:

The BDD staff recently meet with the New Mexico Environment Department, Radiation Control Bureau, in order to discuss the 2018 GAC media sampling. The regulators have determined that BDD needs to conduct additional statistical and representative sampling of the GAC media and the solid waste generated at the BDD.

In order to evaluate the concentrations of radionuclides at the BDD at statistically significant levels a substantial number of samples must be collected and analyzed. The cost to perform this level of sampling is estimated to be \$75,500. BDD currently has an existing contract with ALS Group USA, Corp, for conducting this type of analyses. This contract was awarded through RFP '18/46/P Laboratory Analytical Testing Services. This amendment will increase compensation to provide the funding needed to comply with the additional sampling requirement.

This request also includes approval of a Budget Amendment Resolution to move \$75,500 from BDD budget category Solids to Other Operating Costs category. As BDD is estimating a savings from the Solids category upon implementation of our in-house BDD Disposal Management Plan. The transfer of funds will ensure the funding is available to cover the increase of the contract.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with ALS Group USA, Corp.

BU/LI: Compliance Services 8000801.510250

Approved by BDDDB September 5, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2
TO SERVICES AGREEMENT WITH
ALS Group USA, Corp.
#18-1048
(Location Sampling – Operations)**

THIS AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated August 2, 2018, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and ALS Group USA, Corp. ("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 laboratory analysis services for BDDDB as outlined in the Agreement.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the 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 Seventy-Five Thousand Five Hundred Dollars (\$75,500.00) inclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this agreement shall be in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), inclusive of applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided in Exhibit B.

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

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

2. 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 Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

**CONTRACTOR:
ALS group USA, Corp.**

By: _____
Anna T. Hamilton, BDDDB Chair

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

ATTEST – BDDDB Chair

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____



**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 ALS Group USA, Corp

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$83,000.00

Termination Date: June 30, 2021

Approved by BDDB Date: August 2, 2018

or by Project Manager Date: _____

Contract is for: To provide laboratory analytical testing services for BDD Location Sampling Program

Amendment # 2 to the Original Contract# 18-1048

Increase/(Decrease) Amount \$ 75,500

Extend Termination Date to: June 30, 2021

Approved by BDDB Date: Pending

or by Project Manager Date: _____

Amendment is for: To increase compensation additional sampling requirements. (non-federal)

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

Amount \$ 83,000.00 of original Contract# 18-1048 Termination Date: 6/30/2021

Reason: To provide laboratory analytical testing services for BDD Location Sampling Program

Amount \$ 91,500.00 amendment # 1 Termination Date: 6/30/2021

Reason: To increase compensation for FY19.20 funding

Amount \$ 75,500.00 amendment # 2 Termination Date: 6/30/2021

Reason: To increase compensation for additional sampling requirements.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 250,000



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

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

RFP# 18/46/P Date: August 2, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: Year 2 of 3 year award
example: (First year of 4 year contract)

Purchasing Approval

7 Funding Source: BDD Operating **BU/Line Item:** 8000801.510250

Budget Officer Approval

Comments or Exceptions: _____

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, BDD Financial Manager

Phone # 955-4506

10 Certificate of Insurance attached. (if original Contract)

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 Board



ALSGROU-01

KREDMOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2018

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

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

PRODUCER JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	CONTACT NAME: Karla Redmond		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: Karla.Redmond@jltus.com		
INSURED ALS Group USA, Corp. 10450 Stancliff Road Suite 210 Houston, TX 77099	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Insurance America Inc.		24554
	INSURER B : Zurich American Insurance Company		16535
	INSURER C : XL Insurance Company SE		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		US00011819LI17A	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 500,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 1071598-00	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AU00001947LI17A	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC 1071597-00	09/30/2017	09/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		AU00001947LI17A	09/30/2017	09/30/2018	Per Claim/Agg \$ 5,000,000
C	Prof. E&O		AU00001947LI17A	09/30/2017	09/30/2018	Per Occ/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability
Umbrella/Excess Liability and Pollution Liability policies includes a Blanket Additional Insured Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.
Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies includes a Blanket Waiver of Subrogation Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JLT Specialty Insurance Services Inc.
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**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1
TO SERVICES AGREEMENT WITH
ALS Group USA, Corp.
#18-1048
(Location Sampling)**

THIS AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated August 2, 2018, (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and ALS Group USA, Corp. ("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 laboratory analysis services for BDDDB as outlined in the Agreement.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ninety-One Thousand Five Hundred Dollars \$91,500.00 inclusive of applicable gross receipts tax, so that Article 3, reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed One Hundred Seventy-Four Thousand Five Hundred Dollars (\$174,500.00), plus applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided attached to the Agreement as Exhibit B.

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

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

2. AGREEMENT IN FULL FORCE.

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:
ALS Group USA, Corp.

By: Anna T. Hamilton
Anna T. Hamilton, BDDDB Chair

Signature: Julie Elly
Printed Name: Julie Ellingson
Title: Laboratory Director
Date: 7-10-19

Date: 6/6/19

ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk



APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

ITEM # 18-1048

**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH
ALS Group USA, Corp.
(Location Sampling Program)**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and ALS Group USA, Corp. (“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 described as follows:

Provide laboratory analysis of environmental samples, to include meeting standards for QA/QC and for reporting in accordance with the electronic data deliveries described therein.

Contractor shall analyze environmental samples in accordance with approved EPA, or industry accepted methods including specified EPA method detection limits or equivalent methods, as described in Exhibit A, attached hereto.

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 Eighty-Three Thousand Dollars (\$83,000.00) inclusive of applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided in Exhibit B, hereto.

B. Contractor shall be responsible for payment of any 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 BDDDB 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 BDDDB 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 BDDDB to Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2021.

6. TERMINATION

A. This Agreement may be terminated by the BDDDB 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 BDDDB 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 to the date of termination and refund all amounts received for any months after the termination date.

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

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

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

C. Contractor shall comply with 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 BDDB.

9. CONFLICT OF INTEREST

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

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDDB.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, 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 BDDDB to any obligation not assumed herein by the BDDDB 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 services required under this Agreement until it has:

- (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB;
- (ii) obtained BDDDB approval of each company or companies as required below; and
- (iii) confirmed that all policies contain the specific provisions required.

Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not

be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

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

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

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

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

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

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

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

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

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

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and

“V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDB. The BDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the 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.

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 City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or 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

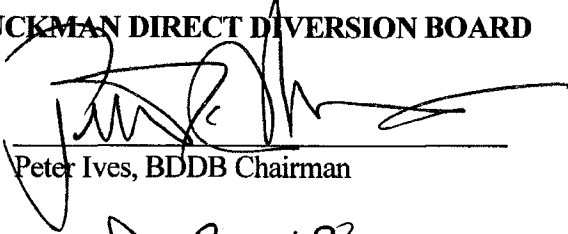
CONTRACTOR: ALS Group USA, Corp.
225 Commerce Drive
Fort Collins, CO 80524
Contact: Julie M. Ellingson
Email: Julie.ellingson@alsglobal.com

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of

the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

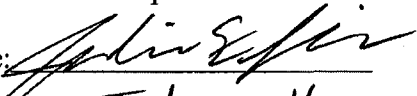
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: 
Peter Ives, BDDDB Chairman
Date: 8-2-18

CONTRACTOR:

ALS Global USA Corp.

Signature: 
Printed Name: Julie Ellingson
Title: Laboratory Director
Date: 8/28/18

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

NM Taxation & Revenue

CRS # 03-1832 97-00-1

City of Santa Fe Business

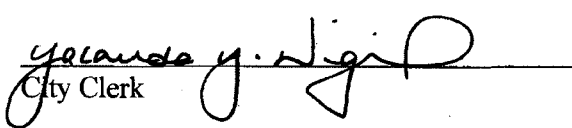
Registration # 1317-00139303
8/28/18

APPROVED

 mm
City Finance Director

Business Unit/Line Item:
7280000.510250.753030
7280000.510250.753010

ATTEST

 all
City Clerk
File Date: 9-20-18

**Exhibit A
Scope of Services**

Task	Number of Sub-Task	Sub-Task Descriptions
Laboratory Provided Equipment & Services	1A 1B 1C 1D	<ul style="list-style-type: none"> ▪ Laboratory shall provide ice chests, sample containers (with appropriate preservatives); ▪ Laboratory shall provide Chain-of-Custody (COC) form; ▪ Laboratory shall provide sample labels; and ▪ Laboratory shall bear all shipping cost for shipment of five (5) or more samples.
Laboratory Handling & Documentation of Samples	2A 2B 2C	<ul style="list-style-type: none"> ▪ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures; ▪ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service; ▪ Any work requested by BDD through submission of the COC form will become part of this Contract.
Laboratory Provided Analyses	3A 3B 3C 3D	<ul style="list-style-type: none"> ▪ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) and water samples. ▪ Attachment 1 contains a blank fee schedule with a list of the analyses. All sub-contracted laboratories must be listed on the form for specific analyses. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades. Additions, modifications, or deletions of analytical methods or specific analytes by the laboratory or sub-contracted laboratory are subject to approval by BDD. ▪ Laboratory shall analyze the samples within the method-specific holding time following appropriate COC, preparation and method QA/QC procedures; ▪ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports.

<p>Laboratory Provided Deliverables</p>	<p>4A 4B 4C</p>	<ul style="list-style-type: none"> ▪ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing; ▪ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically; and ▪ The data packet shall include a Level III quality control description at no additional cost.
<p>Laboratory Provided Technical Services</p>	<p>5A 5B</p>	<ul style="list-style-type: none"> ▪ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings; and ▪ Laboratory shall make available its premises at mutually-agreed times for inspection by BDD or designated third party for the purposes of data verification and validation.

Exhibit B

Attachment 1 Fee Schedule

MDL means minimum or method detection limit. MDL is the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero. RL means the reporting limit. RL is the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with reasonable degree of accuracy and precision.

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Reported Volume	Cost for solid sample
Gross alpha/beta	EPA:900.0			3/4pCi/l	\$50/200ml	\$50
Tritium	EPA906.0			400pCi/l	\$65/50ml	\$65
Strontium-90	ASTM 5811			1pCi/l	\$110/1000ml	\$110
Radium-226 & 228	EPA:903.1 & EPA:904.0			1pCi/l	\$95/1000ml \$100/1000ml	\$95 \$100
Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa-234m Pb-212 Pb-214 Tl-208 Th-238	EPA:901.1			10pCi/l Cs-137	\$90 1000ml	\$90
Americium-241	HASL-300:AM-241			0.05pCi/l	\$120/1000ml	\$120
Neptunium-237	HASL-300:NP-237			0.2pCi/l	\$120/1000ml	\$120
Plutonium (isotopic)	HASL-300:ISOPU			0.05pCi/l	\$120/1000ml	\$120
Uranium (isotopic)	HASL-300:ISOU			0.1pCi/l	\$120/1000ml	\$120
Perchlorate	SW846 6850	ALS Salt Lake City		0.2ug/l	\$138/125ml	\$138
Cyanide	EPA:335.4		EPA335.2	RL 10ppb	\$35/50ml	\$35
Metals plus Hg Al Sb	EPA:200.7 or 200.8			ug/L	\$95/250ml	\$95

Fee Schedule

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDE/R	Cost for water sample/Required Volume	Cost for solid sample
As Ba Be B Cd Ca Cr Co Cu Fe Pb Mn Mg Hg Ni K Se Ag Na Ti U V Zn	EPA: 245.2			Please see next page		

Fee Schedule

CASNO	Analyte	Matrix	AnalMeth	ExtMeth	RL - ppb	MDL - ppb
7429-90-5	ALUMINUM	liquid	EPA200.7	EPA200.2	200	64.0
7440-36-0	ANTIMONY	liquid	EPA200.7	EPA200.2	20.0	1.30
7440-38-2	ARSENIC	liquid	EPA200.7	EPA200.2	10.0	1.90
7440-39-3	BARIUM	liquid	EPA200.7	EPA200.2	100	1.80
7440-41-7	BERYLLIUM	liquid	EPA200.7	EPA200.2	5.00	0.560
7440-42-8	BORON	liquid	EPA200.7	EPA200.2	100	31.0
7440-43-9	CADMIUM	liquid	EPA200.7	EPA200.2	5.00	0.0980
7440-70-2	CALCIUM	liquid	EPA200.7	EPA200.2	1000	270
7440-47-3	CHROMIUM	liquid	EPA200.7	EPA200.2	10.0	4.50
7440-48-4	COBALT	liquid	EPA200.7	EPA200.2	10.0	0.220
7440-50-8	COPPER	liquid	EPA200.7	EPA200.2	10.0	0.700
7439-89-6	IRON	liquid	EPA200.7	EPA200.2	100	19.0
7439-92-1	LEAD	liquid	EPA200.7	EPA200.2	3.00	0.240
7439-95-4	MAGNESIUM	liquid	EPA200.7	EPA200.2	1000	77.0
7439-96-5	MANGANESE	liquid	EPA200.7	EPA200.2	10.0	0.440
7440-02-0	NICKEL	liquid	EPA200.7	EPA200.2	20.0	0.430
7440-09-7	POTASSIUM	liquid	EPA200.7	EPA200.2	1000	240
7782-49-2	SELENIUM	liquid	EPA200.7	EPA200.2	5.00	1.10
7440-21-3	SILICON	liquid	EPA200.7	EPA200.2	50.0	21.0
7440-22-4	SILVER	liquid	EPA200.7	EPA200.2	10.0	1.00
7440-23-5	SODIUM	liquid	EPA200.7	EPA200.2	1000	26.0
7440-28-0	THALLIUM	liquid	EPA200.7	EPA200.2	10.0	1.70
7440-61-1	URANIUM	liquid	EPA200.7	EPA200.2	200	23.0
7440-62-2	VANADIUM	liquid	EPA200.7	EPA200.2	10.0	0.420
7440-66-6	ZINC	liquid	EPA200.7	EPA200.2	20.0	0.520
7429-90-5	ALUMINUM	liquid	EPA200.8	EPA200.2	50.00	3.50
7440-36-0	ANTIMONY	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-38-2	ARSENIC	liquid	EPA200.8	EPA200.2	2.00	0.18
7440-39-3	BARIUM	liquid	EPA200.8	EPA200.2	1.00	0.09
7440-41-7	BERYLLIUM	liquid	EPA200.8	EPA200.2	0.50	0.04
7440-42-8	BORON	liquid	EPA200.8	EPA200.2	50.00	0.70
7440-43-9	CADMIUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7440-70-2	CALCIUM	liquid	EPA200.8	EPA200.2	1000.00	87.00
7440-45-1	CERIUM	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-47-3	CHROMIUM	liquid	EPA200.8	EPA200.2	10.00	0.32
7440-48-4	COBALT	liquid	EPA200.8	EPA200.2	1.00	0.02
7440-50-8	COPPER	liquid	EPA200.8	EPA200.2	10.00	0.16
7439-89-6	IRON	liquid	EPA200.8	EPA200.2	100.00	0.65
7439-91-0	LANTHANUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7439-92-1	LEAD	liquid	EPA200.8	EPA200.2	0.50	0.02
7439-95-4	MAGNESIUM	liquid	EPA200.8	EPA200.2	100.00	14.00
7439-96-5	MANGANESE	liquid	EPA200.8	EPA200.2	2.00	0.08
7440-00-8	NEODYMIUM	liquid	EPA200.8	EPA200.2	0.30	0.04
7440-02-0	NICKEL	liquid	EPA200.8	EPA200.2	5.00	0.14

Fee Schedule

7440-09-7	POTASSIUM	liquid	EPA200.8	EPA200.2	1000.00	57.00
7782-49-2	SELENIUM	liquid	EPA200.8	EPA200.2	1.00	0.12
7440-22-4	SILVER	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-23-5	SODIUM	liquid	EPA200.8	EPA200.2	1000.00	22.00
7440-28-0	THALLIUM	liquid	EPA200.8	EPA200.2	0.20	0.02
7440-61-1	URANIUM	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-62-2	VANADIUM	liquid	EPA200.8	EPA200.2	1.00	0.03
7440-66-6	ZINC	liquid	EPA200.8	EPA200.2	20.00	0.22
7439-97-6	MERCURY	LIQUID	EPA245.1	METHOD	0.200	0.0600

Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 09/05/2019
--	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Landfill Tip Fees	8000801	514150	BDD7566		(58,000)
Disposal Solid Waste	8000801	514170	BDD7565		(17,500)
Compliance Services	8000801	510250	BDD7500	75,500	
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

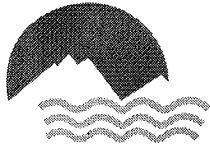
	\$ 75,500	\$ (75,500)
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To move funds from BDD Solids category to Other Operating Costs - Compliance Services

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance Increase/(Decrease)
Fund(s) Affected	
TOTAL:	0

BDDB Approved 9/05/2019

Mackie Romero	09/05/2019	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date
		City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	
		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	



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: August 28, 2019
TO: Buckman Direct Diversion Board
FROM: Kyle Harwood, BDD Counsel

Items and Issues:

2017 Draft BDD Board Source Water Protection Plan (SWPP) and the Source Water Protection Area (SWPA), and review of Albuquerque Bernalillo County Water Utility Authority (ABCWUA) SWPP Community Outreach plan

Background:

According to the draft BDDB SWPP dated May 19, 2017, the size of the source water protection area depends on the characteristics of the water source. The SWPP goes on to describe that for surface waters, the SWPA is from 200' downstream of the intake to 10 miles upstream, and may or may not include tributary streams. The 2017 SWPP relies on the New Mexico Environment Department (NMED) definition to determine the relevant SWPA. (2017 BDDB SWPP at 29).

The BDD Board can determine the scope of the SWPA for analysis to meet policy or technical goals that it wants to identify. Board member's comments from previous presentations on this topic included a new community outreach effort in which the public would provide input as to the appropriate scope of the SWPA for an update or amendment to the 2017 Draft BDDB SWPP.

Notes regarding ABCWUA SWPP Community Outreach:

Recently, the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) also engaged in the process of developing a Source Water Protection Plan for its SWPA. In developing their SWPP the ABCWUA included a community outreach program targeted to its customers. It is important to note that the service area of the ABCWUA also encompasses a portion of the SWPA, and as such public outreach and education are an important part of its SWPP.



In developing its SWPP the ABCWUA held a series of four Customer Conversations; one in each of the four quadrants of the City of Albuquerque. These Customer Conversations included interactive conversations including a power point presentation and discussion prompting questions, including a true or false quiz regarding water supply for ABCWUA, and protection of the SWPA. According to ABCWUA staff, each of the four meetings lasted approximately 2 ½ hours and was attended by between 50 to 60 ABCWUA customers. Engaging directly with customers allowed the ABCWUA to test its educational messaging, and begin the public education and outreach that is necessary for addressing the ABCWUA's urban runoff effects on its drinking water sources.

In addition to the Customer Conversations ABCWUA engaged with the Mid-Region Council of Governments and other stakeholders in the Albuquerque area including the city of Rio Rancho. To support its efforts on the SWPP ABCWUA has developed a website for the public, at <https://nmsourcewaterprotection.com/> with information on the SWPP and links to Albuquerque and statewide resources, as well as a list of actions that customers can take to support the goals of the SWPP. ABCWUA has targeted an update of its SWPP every three to five years, and is doing so in concert with developing and refining its analytical model for its water supply and pathways for potential contaminant sources. ABCWUA has managed its SWPP as part of its Water 2120 initiative for developing a diverse and secure water supply for the utility.

Recommendations:

Several of the initiatives from the ABCWUA SWPP process are directly applicable to the BDDB SWPP. The nature of a SWPP is a collaborative and educational tool for water users throughout the SWPA, and ABCWUA engaged extensively with the public on what that educational outreach should look like, and began that process of outreach through the development of the SWPP.

The BDDB could similarly engage the public throughout the SWPA and specifically customers of the BDD early in its outreach and education, and for assistance in developing the scope of the SWPA and what potential contaminant sources a revised SWPP should focus on. Engaging the public in this manner will assist help BDD refine the scope of the SWPA and contaminants of concern, and will engage the public in the outreach and education functions of the SWPP.

Like ABCWUA, the BDD Board could establish a public facing website describing the findings of the SWPP, including the sources of potential contaminants, and including a list of action items that BDD customers and the larger public can take to reduce potential contaminants within the SWPA.

Because of its unique location immediately downstream of the municipalities of Espanola and Los Alamos, and the Los Alamos National Laboratory, BDD Board could engage in direct discussions with these other entities about their respective effects on the SWPA. Outreach and education to other municipal governments and LANL management is essential for BDD to have

greater influence over its SWPA, which includes these entities as major contributors of potential sources of contamination to the Rio Grande and its tributaries.

Finally, given the unique nature of the skill set necessary to solicit and facilitate public involvement the BDD Board may want to consider the services of a skilled public involvement and outreach consultant as it has done in the past.