

Memorandum



Buckman Direct Diversion

Date: December 3, 2020
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *MR*
Subject: 1st Quarter Financial Statements

Information Item:

This report is to update the BDD Board and its partners on the 1st Quarter financial position as of September 30, 2020.

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

- Beginning Budget – FY20/21 Adopted Budget includes any budget adjustments.
- Expended – Expenditures for services and/or goods received as of 09/30/2020.
- Encumbrances – Executed purchase orders for goods and services.
- Projected – Projected salary and benefits as currently staffed, pending requisitions and or contracts to be executed within the fiscal year.
- Available Balance – Represents vacancy savings and uncommitted budget balance.
- Percentage – Represents percentage of projected expended budget balance.

90 Day Cash Reserve Credit – Represents the partners cash reserve credit, which is used to fund current and future obligations as per the BDD Working Capital and Billing Policy.

Fixed & Variable Costs – Expenses to be billed to our partners for services and/or goods received as of September 30, 2020.

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

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

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



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





1st Quarter Financial Statement – Operations (07/01/2020-09/30/2020)

Budget Overview

CATEGORY	BEGINNING	EXPENDED	ENCUMB	PROJECTED	TOTAL	BALANCE	EXP
	BUDGET	1st Quarter	Thru 9/30/2020	Thru 6/30/2021		AVAILABLE	BDGT %
Employee Salaries & Benefits	2,250,596	469,046	-	1,713,662	2,182,708	67,888	97%
Electricity	1,167,463	228,687	-	907,467	1,136,154	31,309	97%
Chemicals	1,000,000	469,752	530,248	-	1,000,000	-	100%
Solids	336,000	137,480	198,520	-	336,000	-	100%
Materials & Supplies	63,219	17,921	-	45,298	63,219	-	100%
Other Operating Costs	563,150	110,207	334,967	-	445,174	117,976	79%
Litigation Costs	1,264,928	286,605	531,623	378,407	1,196,635	68,293	95%
Fiscal Agent Fees	2,000,000	499,979	1,500,021	-	2,000,000	-	100%
TOTAL	332,359	-	-	332,359	332,359	-	100%
TOTAL	8,977,715	2,219,677	3,095,379	3,377,193	8,692,249	285,466	97%
DOE Federal Grant	96,000	-	96,000	-	96,000	-	100%

Total Expenses thru 9/30/2020 2,219,677

90-Day Cash Reserve Credit

	Balance
City of Santa Fe	1,508,130
Santa Fe County	504,535
LC - Club	76,955
LC - Coop	18,035
TOTAL	2,107,655

Fixed & Variable Cost – Operations

July - September	Total	Fixed	Variable (Projected)	Project Wide (Projected)
Partner Revenue	-	-	-	-
July - September Expenses - Unbilled	2,183,078			
Other Revenue				
PNM Solar Rebate	36,599			
DOE Federal Grant	-			
Total	36,599			
Grand Total	\$ 2,219,677			





1st Quarter Financial Statement – Other Funds
(07/01/2020-09/30/2020)

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

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

Financial Position - Cash

	*Emergency Reserve	Major Repair
Balance at 06/30/2020	2,063,495	2,002,791
20/21 Yearly Contributions - Billed	-	626,706
Total	2,063,495	2,629,497
Less Beginning Budget		492,651
Projected Cash Balance		2,136,846

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

Budget Overview – Major Repair and Replacement Fund

CATEGORY	FY20/21	EXPENDED	ENCUMB	BALANCE
	BUDGET	1st Quarter	Thru 9/30/2020	AVAILABLE
Equipment & Machinery	199,456	-	199,456	-
System Equipment	293,195	-	293,195	-
TOTAL	492,651	-	492,651	-



Memorandum



Buckman Direct Diversion

Date: December 3, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Payment to the Bureau of Land Management

ITEM AND ISSUE:

Request approval of annual payment to the Bureau of Land Management in the amount of \$68,407.01 for BDDDB Right-of-Way rental fees.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion Board currently has several right-of-way (ROW) grant agreements with the Bureau of Land Management. These agreement include an annual lease payment as follows:

NMNM 107524 Payment period (01/01/2021-12/31/2021) Buckman Water Treatment Plant & Solar Site (22.60 acres)	Annual fee \$63,000.00
NMNM 103816 03 Payment period (01/01/2021-12/31/2021) Booster Station 2A Solar Site (4.80 acres) (Includes Photovoltaic capacity fee)	Annual fee \$5,000.00 (Estimated)
NMNM 120617 Payment period (01/01/2021-12/31/2021) Fiber optic line (12.30 acres)	Annual fee: \$407.01

The rental fees for these agreements were included in the FY20/21 BDD operating budget and will continue to be part of the annual budget request.

ACTION REQUESTED:

Staff recommends approval of payment to the Bureau of Land Management in the amount of \$68,407.01 for payment period 01/01/2021-12/31/2021.

Approved by BDDDB December 3, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER NMNM 107524

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Buckman Direct Diversion Board
PO Box 909
Santa Fe, NM 87504

receives a right to construct, operate, maintain, and terminate a(n) water treatment plant located in:

T. 17 N., R. 8 E., NMPM
Sec. 22: within NW¹/₄NE¹/₄.

b. The right-of-way or permit area granted herein is N/A feet wide by N/A feet long, and contains N/A acres, more or less. If a site type facility, the facility contains 22.6 acres.

c. This instrument shall terminate on December 31, 2037, 30 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

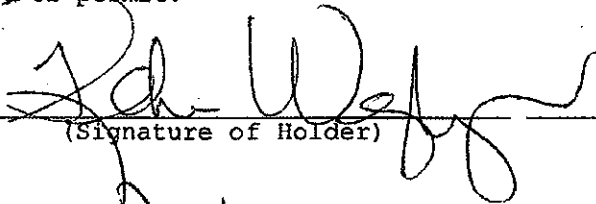
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/2008 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant ~~or permit~~.



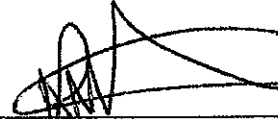
(Signature of Holder)

Board Chair

(Title)

6/5/08

(Date)



(Signature of Authorized Officer)

Project Manager

(Title)

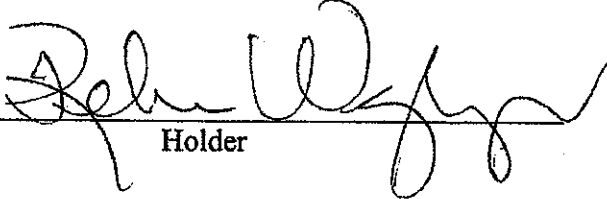
8/22/08

(Effective Date of Grant)

EXHIBIT A
SPECIAL STIPULATIONS
NM-107524

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.


Holder


Date

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

DATE: 8/19/08

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

David N. Millican
KATHRYN RAVELING, FINANCE DIRECTOR
David N. Millican

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER MNM 103816

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Buckman Direct Diversion Board
PO Box 909
Santa Fe, NM 87504

receives a right to construct, operate, maintain, and terminate a(n) raw water pipeline located in:

- T. 17 N., R. 8 E., NMPM
 - Sec. 4: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;
 - Sec. 9: within E $\frac{1}{2}$;
 - Sec. 15: within NW $\frac{1}{4}$ and S $\frac{1}{2}$;
 - Sec. 16: within NE $\frac{1}{4}$;
 - Sec. 22: within NW $\frac{1}{4}$.
- T. 18 N., R. 7 E., NMPM
 - Sec. 1: within NE $\frac{1}{4}$.
- T. 18 N., R. 8 E., NMPM
 - Sec. 6: within W $\frac{1}{2}$;
 - Sec. 7: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;
 - Sec. 17: within W $\frac{1}{2}$;
 - Sec. 18: within NE $\frac{1}{4}$;
 - Sec. 20: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;
 - Sec. 28: within SW $\frac{1}{4}$;
 - Sec. 29: within E $\frac{1}{2}$;
 - Sec. 33: within W $\frac{1}{2}$.

And Water Treatment Plant access road and potable water line located in:

- T. 17 N., R. 8 E., NMPM
 - Sec. 22: within NE $\frac{1}{4}$ NE $\frac{1}{4}$.

And a potable water line located in:

- T. 17 N., R. 8 E., NMPM
 - Sec. 3: within E $\frac{1}{2}$;
 - Sec. 22: within NE $\frac{1}{4}$;
 - Sec. 35: within S $\frac{1}{2}$.

And booster station 2A located in:

- T. 18 N., R. 8 E., NMPM
 - Sec. 20: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$.

b. The right-of-way or permit area granted herein is 20 feet wide by 63,902.0 feet long, and contains 29.34 acres for pipelines, 32 feet wide by 2,100 feet long, and contains 1.54 acres for WTP access road, more or less. If a site type facility, the facility contains 1.13 acres for booster station 2A.

c. This instrument shall terminate on December 31, 2037 ,

30 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/83 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

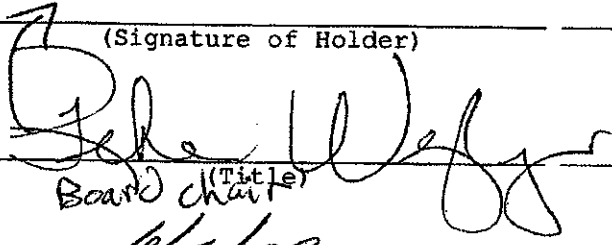

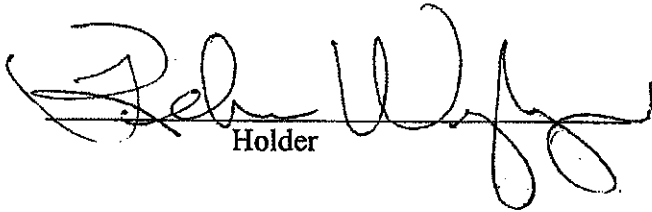
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(Signature of Holder)	(Signature of Authorized Officer)
	
Board chair (Title)	Project Manager (Title)
6/5/08 (Date)	8/22/08 (Effective Date of Grant)

EXHIBIT A
SPECIAL STIPULATIONS
NM-103816

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.


Holder


Date

CITY OF SANTA FE:

ATTEST:

David Coss
DAVID COSS, MAYOR

DATE: 8/19/08

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
YV

APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

David N. Millican
KATHRYN RAVELING, FINANCE DIRECTOR
David N. Millican,

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER NMNM 10381601

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
 - a. By this instrument, the holder:

Buckman Direct Diversion Board
PO Box 909
Santa Fe, NM 87504

receives a right to construct, operate, maintain, and terminate a(n) temporary use area for the raw water pipeline located in:

T. 17 N., R. 8 E., NMPM	
Sec. 4: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;	And Water Treatment Plant and
Sec. 9: within E $\frac{1}{2}$;	access road temporary use area
Sec. 15: within NW $\frac{1}{4}$ and S $\frac{1}{2}$;	located in :
Sec. 16: within NE $\frac{1}{4}$;	T. 17 N., R. 8 E., NMPM
Sec. 22: within NW $\frac{1}{4}$.	Sec. 22: within NE $\frac{1}{4}$ NE $\frac{1}{4}$.
T. 18 N., R. 7 E., NMPM	
Sec. 1: within NE $\frac{1}{4}$.	
T. 18 N., R. 8 E., NMPM	And 26 contractor's storage
Sec. 6: within W $\frac{1}{2}$;	areas as shown on project plat
Sec. 7: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;	of survey.
Sec. 17: within W $\frac{1}{2}$;	
Sec. 18: within NE $\frac{1}{4}$;	
Sec. 20: within NW $\frac{1}{4}$ and E $\frac{1}{2}$;	
Sec. 28: within SW $\frac{1}{4}$;	
Sec. 29: within E $\frac{1}{2}$;	
Sec. 33: within W $\frac{1}{2}$.	

And temporary use areas for the potable water line located in:

T. 17 N., R. 8 E., NMPM	
Sec. 3: within E $\frac{1}{2}$;	
Sec. 22: within NE $\frac{1}{4}$;	
Sec. 35: within S $\frac{1}{2}$.	

And a temporary use areas for booster station 2A located in:

T. 18 N., R. 8 E., NMPM	
Sec. 20: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$.	
 - b. The right-of-way or permit area granted herein is 20 feet wide by 66,002.0 feet long for pipelines and WTP access road, and contains 30.30 acres, more or less. If a site type facility, the facility booster station 2A contains 0.55 acres and contractor's storage areas contains 5.24 acres.
 - c. This instrument shall terminate on _____

3 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

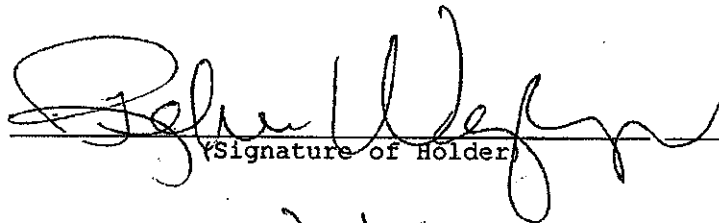
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

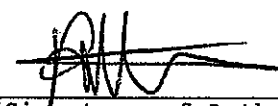
4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/08 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.



(Signature of Holder)



(Signature of Authorized Officer)

Board Chair

(Title)

Project Manager

(Title)

6/5/08

(Date)

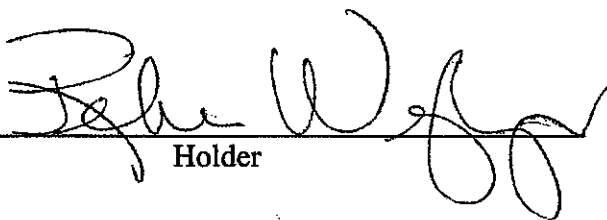
8/22/08

(Effective Date of Grant)

EXHIBIT A
SPECIAL STIPULATIONS
NM-10381601

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.


Holder


Date

CITY OF SANTA FE:

ATTEST:

David Coss
DAVID COSS, MAYOR

DATE: 8/19/08

Yolanda Y. Migil
YOLANDA Y. MIGIL, CITY CLERK

APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

Kathryn Raveling
KATHRYN RAVELING, FINANCE DIRECTOR
David W. Millican

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER NMNM 120617

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Buckman Direct Diversion Board
P.O. Box 909
Santa Fe, NM 87504

Receives a right to construct, operate, maintain, and terminate a Fiber Optics Line on public lands in Santa Fe County and described as follows:

New Mexico Principal Meridian, New Mexico

T. 18 N., R. 7 E.,

sec. 1, lots 1 and 2, SW1/4NE1/4NE1/4, and SE1/4NE1/4.

T. 17 N., R. 8 E.,

sec. 4, lots 3 thru 6, and SW1/4SW1/4NE1/4;

sec. 9, lots 1 thru 4;

sec. 15, lots 1 and 2, and SW1/4SW1/4;

sec. 22, SW1/4SW1/4NE1/4, SW1/4NE1/4NW1/4, E1/2NW1/4NW1/4,

N1/2SE1/4NW1/4, and SE1/4SE1/4NW1/4.

T. 18 N., R. 8 E.,

sec. 6, lots 5 and 6, SW1/4NE1/4SW1/4, and SE1/4SW1/4;

sec. 7, lots 4 and 5, W1/2SW1/4NE1/4, NE1/4NW1/4, and E1/2SE1/4NW1/4;

sec. 17, lot 1, SW1/4NW1/4NW1/4, SW1/4NW1/4, SW1/4NE1/4SW1/4, and

E1/2SE1/4SW1/4;

sec. 18, lot 1;

sec. 20, lots 1 thru 4, and E1/2SW1/4NE1/4;

sec. 28, lot 1 and SW1/4NW1/4SW1/4;

sec. 29, lots 1 thru 3;

sec. 33, lots 1 thru 5.

As shown on the attached map (Exhibit A).

b. The right-of-way or permit area granted herein is 10 feet wide 53,281 feet long, and contains 12.23 acres.

c. This instrument shall terminate December 31, 2047, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. The renewal application, in accordance with Federal regulations found at 43 CFR 2807.22(a), must be submitted at least 120 calendar days before your grant expires.
- e. Notwithstanding the expiration of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

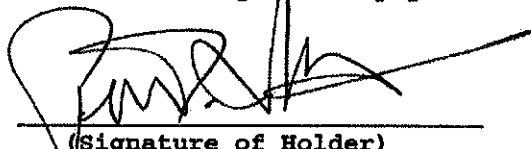
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.
- c. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.



(Signature of Holder)

BDD Board Chair

(Title)

9/16/18

(Date)



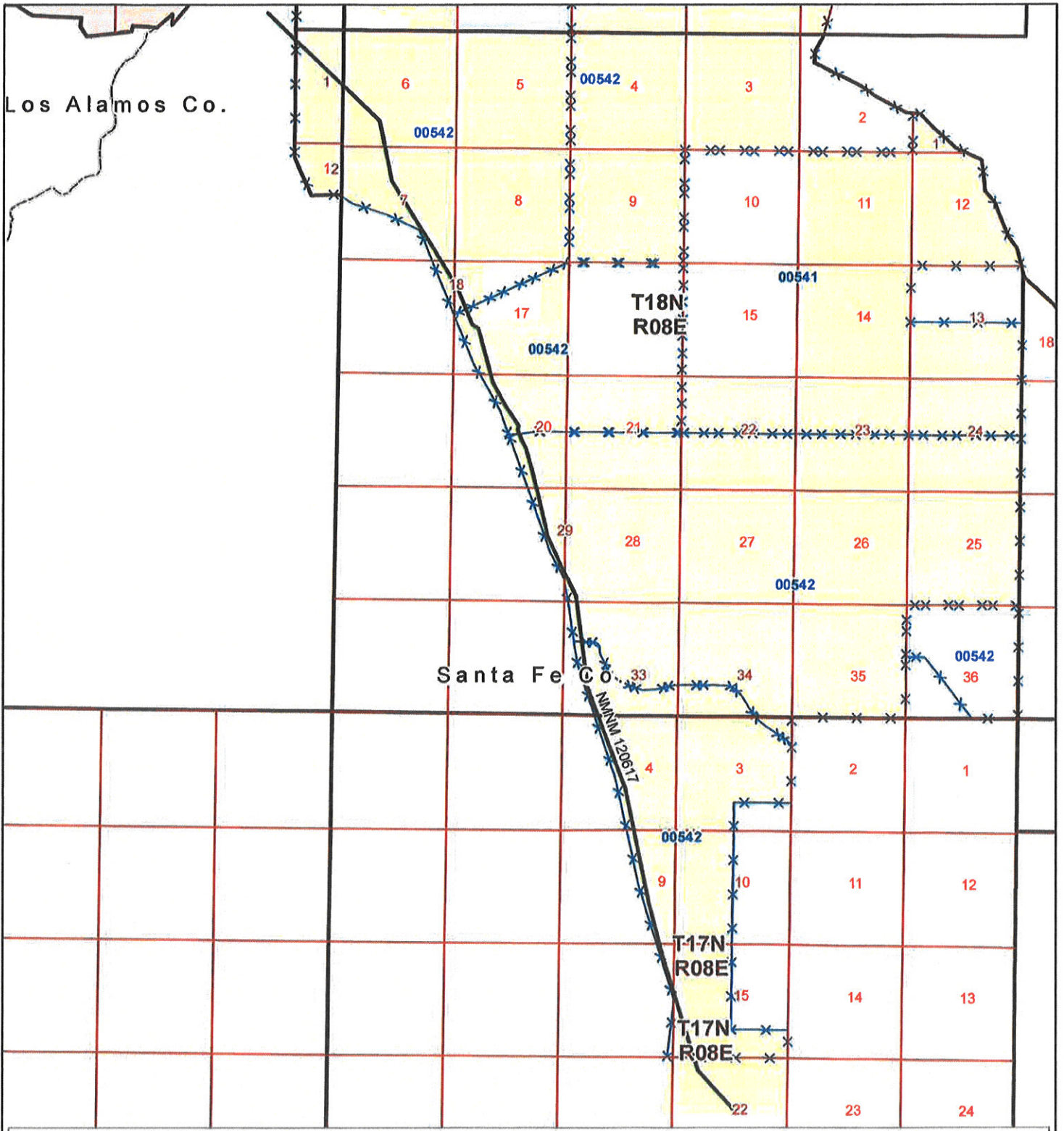
(Signature of Authorized Officer)

Field Manager, Acting

(Title)

10/22/18

(Effective Date of Grant)



NMNM 120617
EXHIBIT A



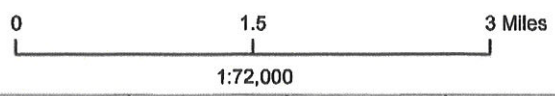
Right-of-Way Type

- ROW - lines
- ▭ Counties
- ▭ Townships
- ▭ Sections
- ▭ Grazing Pasture Polygons

Surface Ownership

- ▭ BLM
- ▭ Forest Service
- ▭ Tribal
- ▭ Private
- ▭ State

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data, or for purposes not intended by BLM. Spatial information may not meet National Map Accuracy Standards. This information may be updated without notification.



Memorandum



Buckman Direct Diversion

Date: December 03, 2020
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Thru: Mackie Romero, BDD Financial Manager *MR*
Subject: Glorieta Geoscience, Inc. -Amendment No. 2

ITEM:

Request for approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience, Inc. in the amount of \$50,000 exclusive of New Mexico Gross Receipts Tax.

BACKGROUND:

On March 7, 2019 the Buckman Direct Diversion Board award RFP '19/04/P to procure Technical Support Services from Glorieta Geoscience, Inc. Work performed under this agreement is authorized pursuant to approved task orders issued by the BDD Facilities Manager. Compensation under this agreement shall be an amount not exceed \$210,000.00 plus applicable gross receipts tax.

This amendment will increase compensation by \$50,000 exclusive of NMGRT. These funds will allow the contractor to continue its work on the following approved task orders.

- LANL MOU Support \$25,000
- Technical Support \$25,000

This request also includes a Budget Amendment Resolution (BAR) to increase the other consulting line item and partner reimbursements to support this amendment.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience Inc. and the Budget Amendment Resolution.

Org, Object and Project: 8000801.510340.BDD7530-Regulatory

MUNIS Contract # 3200380, Change Order 2

Approved by BDDDB December 3, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH GLORIETA GEOSCIENCE, INC.
#19-0302**

THIS AMENDMENT NO. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2019, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Glorieta Geoscience, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional technical oversight and support services on an as needed basis as assigned and directed by the BDD Facilities Manager.

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

1. COMPENSATION.

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

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred and Ten Thousand Dollars (\$210,000.00), plus applicable gross receipts taxes, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

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

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

2. **TERM AND EFFECTIVE DATE.**

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2021.

3. **AGREEMENT IN FULL FORCE.**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
JoAnne Vigil Coppler, BDDDB Chair

Date: _____

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: _____

**CONTRACTOR:
Glorieta Geoscience, Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

“Exhibit A”

Hourly Rate Schedule

Title	Rate
Principal/Sr. Geohydrologist	\$250.00/hr
Principal/Sr. Geologist	\$200.00/hr
Senior Modeler/Geologist	\$150.00/hr
Sr. Env. Geologist	\$150.00/hr
Ecologist	\$125.00/hr
Project Geologist	\$115.00/hr
Staff Geologist/Env. Scientist	\$ 95.00/hr
Field Technician	\$67.00/hr
Administrative	\$45.00/hr

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 12/3/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Other Consulting	8000810	510340		54,219		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
City of Santa Fe	8000801	491350		(40,843)		
Santa Fe County	8000801	491010		(13,376)		

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

To increase BDD operating budget and partner revenue accounts to support increase in
 Technical Support Services.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
800	54,219
TOTAL:	54,219

Approved by BDDB 12/03/20

Mackie Romero <i>MR</i> Prepared By <i>{print name}</i>	12/3/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
		CITY COUNCIL APPROVAL	Budget Officer _____ Date
		City Council Approval Date 	Finance Director {≤ \$5,000} _____ Date
		Agenda Item #: 	City Manager {≤ \$60,000} _____ Date
		Department Director Signature _____ Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Steve Crawford	
	PHONE (A/C No. Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Admiral Insurance Company		24856
INSURER B: Cincinnati Indemnity Company		23280
INSURER C: Cincinnati Casualty Company		28665
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Glorieta Geoscience, Inc.
 (505) 983-6482
 P.O. Box 5727
 Santa Fe NM 875025727

COVERAGES

CERTIFICATE NUMBER: Cert ID 27202

REVISION NUMBER:

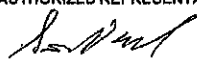
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		FBI-ECC-17407-06	09/03/2019	09/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0286267/ECP02862	10/30/2019	10/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 type="checkbox"/> N/A	EWC0406995-04	10/30/2019	10/30/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Environmental L		FBI-ECC-17407-06	09/03/2019	09/03/2020	\$
A	Professional Liability		FBI-ECC-17407-06	09/03/2019	09/03/2020	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the insured, per policy conditions. Liability: Continental U.S.; Workers Compensation: New Mexico. Certificate holder and City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; with their respective elected officials, officers, employees, agents, volunteers and representatives are listed as additional insured, per form ECC319-0712, as respects to the General Liability, per written contract. Policy is Primary Non-Contributory. Workers Compensation Waiver of Subrogation in favor, per written contract, form #WC000313.

CERTIFICATE HOLDER**CANCELLATION**

Buckman Direct Diversion Board 341 Caja del Rio Rd Santa Fe NM 87506	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 
--	---

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Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3200380

Contractor: Glorieta Geoscience, Inc

Description: **To provide technical support services.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/01/2019 Term End Date: 06/31/2021

Approved by BDDDB or Approved by BDD Date: 3/07/2019
Facilities Manager

Contract / Lease:

Amendment # NO. 2 to the Original Contract / Lease # 19-0302

Increase/(Decrease) Amount \$ \$50,000.00

Extend Termination Date to: _____

Approved by BDDDB or Approved by BDD Date: 12/3/2020
Facilities Manager

Amendment is for: To increase compensation exclusive of NMGRT

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Contract 19-0302 in the amount of \$160,000.00 Termination Date: 6/30/20 to provide Technical Support Services.

Amendment 1: To extend term of contract. Termination Date: 6/30/2021 to extend terms of contract.

3. Procurement History: RFP '19/04/P Professional Services Agreement

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: BDD Operating Budget Org / Object: 8000801.510340

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Glorieta Geoscience, Inc.

Procurement Title: Technical Support Services RFP '19/04/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Monique Maes</u>	<u>BDD Contracts Administrator</u>	<u>12/04/2020</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

Purchasing Officer (attesting that all information is reviewed)	Title	Date
---	-------	------

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

ITEM # 19-0302

**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
GLORIETA GEOSCIENCE, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and Glorieta Geoscience, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDB described as follows:

A. Participate with and act as Technical Team Leader for *ad hoc* technical groups (including but not limited to BDD, City, and County staff) to evaluate water quality data from the BDD Project treatment works and other sources, assess analytical data, regulatory framework, and disposal alternatives for treatment media.

B. Evaluate existing BDD Project data, staff conclusions, and recommendations to improve BDD decision making concerning environmental sampling, compliance, and study design.

C. Serve as Technical Team Leader for *ad hoc* technical groups (including but not limited to BDD, City and County staff) to develop data quality objectives, sampling and analysis plans and processes, quality assurance project plans, data verification and validation protocols, and develop data assessment tools as they relate to future water quality studies of BDD background, intake, treatment, and finished water.

D. Assist BDD, City, and County staff in public engagement and outreach strategies, information exchange and dissemination, and management of technical issues related to BDD.

E. Assist BDD, City, and County staff in developing and implementing a memorandum of understanding with Los Alamos National Laboratory concerning its interaction with, support of, and interest in the BDD Project.

F. Assist the BDD in assessing existing and new data for correlations with treatment works operations, and otherwise furthering the objections of the TREAT study as they currently exist or may evolve.

G. Perform other related tasks as assigned by BDD.

Work performed under this Agreement shall be authorized in writing by the Facilities Manager or designee pursuant to a Task Order. Each Task Order shall be prepared by Contractor and shall include a detailed description of the nature, extent and character of the work, as well as performance criteria, delivery schedules and a detailed estimate of the budget for the services to be performed in accordance with the rates set forth in Exhibit A. The Task Order must be approved by the Facilities Manager or designee.

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 One Hundred Sixty Thousand Dollars (\$160,000.00) plus applicable gross receipts tax, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

(1) Fiscal Year 2018-2019, Sixty-Five Thousand Dollars (\$65,000.00)

(2) Fiscal Year 2019-2020, Ninety-Five Thousand Dollars (\$95,000.00)

B. Any unexpended budget in (1) above for Fiscal Year 2018-2019 shall roll over to Fiscal Year 2019-2020.

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

D. 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, 2020. This Agreement may be extended in one (1) year increments by amendment to this Agreement in accordance with Paragraph 18, AMENDMENT, herein and contingent upon satisfactory performance and funding availability. In no event, however, shall the term of this Agreement, including any and all extensions, exceed four (4) years.

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of

Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (ii) obtained BDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

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

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

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

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

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDB 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 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 Professional 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 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 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 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 BDDDB 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 BDDDB 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 no 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 BDDDB 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 BDDDB or 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 BDDDB 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 BDDDB or 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 BDDDB. 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:

BDDB: Rick Carpenter
Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@santafenm.gov

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

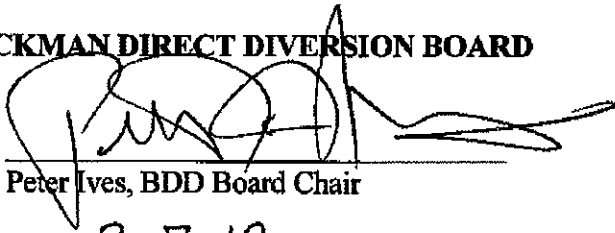
CONTRACTOR: Glorieta Geoscience, Inc.
P.O. Box 5727
Santa Fe, NM 87502
Jay Lazarus
Email: lazarus@glorietageo.com

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, BDD Board Chair

Date: 3-7-19

APPROVED AS TO FORM



Nancy R. Long, BDDB Counsel

APPROVED


Mary T. McCoy, City Finance Director *mc*

7280000.510340.753025
Business Unit/Line Item

ATTEST


Yolanda Y. Vigil, City Clerk *aw*

File Date: 4-29-19

CONTRACTOR:

Glorieta Geoscience, Inc.

Signature: 

Printed Name: JAY LAZARUS

Title: President

Date: 17 Apr 19

NM Taxation & Revenue
CRS #02-090021-000

City of Santa Fe Business
Registration # 19-0027562

“Exhibit A”

Hourly Rate Schedule

Title	Rate
Principal/Sr. Geohydrologist	\$250.00/hr
Principal/Sr. Geologist	\$200.00/hr
Senior Modeler/Geologist	\$150.00/hr
Sr. Env. Geologist	\$150.00/hr
Ecologist	\$125.00/hr
Project Geologist	\$115.00/hr
Staff Geologist/Env. Scientist	\$ 95.00/hr
Field Technician	\$67.00/hr
Administrative	\$45.00/hr
Office Expenses	Cost x 8%
Subcontractors/other direct cost	Cost x 15%

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH GLORIETA GEOSCIENCE, INC.
#19-0302**

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2019, (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Glorieta Geoscienc, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional technical oversight and support services on an as needed basis as assigned and directed by the BDD

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

compensation, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00), plus applicable gross receipts taxes, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

- (1) Fiscal Year 2018-2019, Sixty-Five Thousand Dollars (\$65,000.00)
- (2) Fiscal Year 2019-2020, Ninety-Five Thousand Dollars (\$95,000.00)

B. Any unexpended budget in (2) above for Fiscal Year 2019-2020 shall roll over to Fiscal Year 2020-2021.

C. 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. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2021.

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: *JoAnne Vigil Coppler*
JoAnne Vigil Coppler, BDDDB Chair

Date: June 15, 2020

APPROVED AS TO FORM


Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Mary McCoy
Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

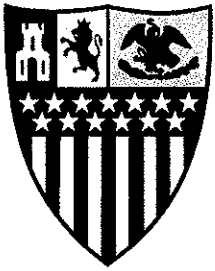
File Date: Aug 24, 2020 

CONTRACTOR:
Glorieta Geoscience, Inc.

Signature: *IRY LAZARUS*
Printed Name: IRY LAZARUS
Title: Pres/Sr. Geohydrologist
Date: 17 June 2020

New Mexico Tax & Revenue
CRS #02-090021-000

City of Santa Fe Business
Registration #20-00027562



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMO

Date: September 15, 2020

To: Buckman Direct Diversion Board of Directors

From: Jesse Roach, Director, City of Santa Fe Water *JR*

ITEM

Move vacant and unfunded Assistant Water Resources Coordinator position out of Buckman Direct Diversion (BDD) org chart

BACKGROUND

The BDD organizational chart includes an "Assistant Water Resources Coordinator". This position has been vacant for almost 3 years. Water resources used at the BDD are the responsibility of the BDD Project Partners, and City of Santa Fe Water, Project Manager for BDD, has a Water Resources and Conservation Section consisting of 10 full time positions. For these reasons City of Santa Fe Water, acting as BDD Project Manager, sees potential efficiency to be gained by covering BDD water resources coordination with the City's Water Resources and Conservation team in cooperation with County and Las Campanas (as has been done for the past three years).

REQUEST

City of Santa Fe Water as Project Manager of the BDD is requesting approval to move the unused Assistant Water Resources Coordinator position out of BDD.

City of Santa Fe, New Mexico

P.O. Box 909, 200 Lincoln Ave
(505) 955-6597 Fax (505) 955-6810
www.santafenm.gov



Recruitment Announcement # 2014-101A

POSITION TITLE	Water Resources Coordinator Assistant	SALARY RANGE:	\$19.71-34.72
DEPARTMENT	Public Utilities	FLSA/UNION STATUS:	COVERED/UNION
PERIOD TO APPLY:	2/7/14-2/14/14 (NO LATER THAN 5:00 P.M.)	POSITION STATUS:	CLASSIFIED/FULL-TIME
SUPERVISOR:	Shannon Jones	LOCATION:	BDD/Water

GENERAL DESCRIPTION

The Water Resources Coordinator Assistant provides technical research, analysis, data collection, monitoring and project management support to the Water Bank Program or BDD (as assigned); assists in water resource management and planning and research projects; and performs and/or assists with the professional and technical coordination and support of hydrologic, environmental and permit compliance, and other water resources related projects.

SUPERVISION RECEIVED

Works under the general guidance and direction of the assigned supervisor.

SUPERVISION EXERCISED

None.

NATURE OF WORK

Essential Functions: *The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.*

- Manages Water Right Bank: tracks and monitors water right deposits; tracks and monitors water right withdrawals and transfers, coordinates water right transactions with other City staff, developers and Office of the State Engineer; and invoices customers for the water required to offset their project impacts.
- Assists in the coordination of activities and implements aspects of the City's or BDD's water supply augmentation and watershed management projects. Evaluates existing and potential water resources available to the City or BDD.
- Coordinates data collection, data management, drafting technical reports and other support activities related to the implementation of the City's or BDD's analytical and planning documents.
- Helps to prepare documents such as: professional service contracts, grant applications, permit applications, request for proposals (RFP's), policy recommendations, ordinances, technical reports and other related water documents.
- Helps to analyze water rights availability for purchase and/or lease of water, administer water storage contracts, assure accurate water allocation accounting and advice regarding compact obligations.
- Provides technical analysis to support engineers, hydrologists, planners and other staff.
- Evaluates surface and ground water resources for establishing water budgets.
- Assists with hydrologic analysis to determine well yield and aquifer parameters.
- Monitors compliance with water quality standards and makes recommendations for compliance and contaminant monitoring. Assists with or conducts/oversees water quality sampling, data analysis and report preparation.
- Performs technical research and prepares reports of research findings with recommendations for future actions.
- Presents and provides support for City Council and/or BDD Board and committees on water issues.
- Participates on committees and boards and coordinates special events related to water projects and activities.
- Serves as team member for water resources planning/development and implementation of programs.
- Assists with contract management, water policy development, NEPA coordination, coordination with City or BDD staff and other agencies, project cost and benefit analysis for water resource projects, water rights and supply development, water rights and supply accounting and management.
- Assists with and performs modeling associated with the Water Division's Long-Range Water Supply Plan and WaterMAPS decision-support model.
- Assists with assigned water conservation and demand management efforts as needed.

City of Santa Fe, New Mexico

P.O. Box 909, 200 Lincoln Ave
(505) 955-6597 Fax (505) 955-6810
www.santafenm.gov



Additional Essential functions for Assignment at the BDD:

- Tracks and monitors water right deposits; tracks and monitors water right withdrawals and transfers, coordinates water right transactions with BDD partners and Office of the State Engineer; and assists in preparing invoices for BDD partners.

MINIMUM QUALIFICATIONS

Education and Experience

Bachelor's degree in Hydrology, Geology, Water Resources, Engineering, Geography, Environmental Studies or closely related field; and two (2) years of progressively responsible experience in water resource management or related discipline. Master's Degree in one of the above disciplines is preferred. A Master's Degree may substitute for up to one (1) year of professional experience.

Additional Requirements

Must possess a valid driver's license and obtain a City of Santa Fe driving permit within three (3) months of hire.

Knowledge, Skills, and Abilities

- **Extensive knowledge** of current approaches, methods and technologies related to water resource management; New Mexico Water Rights; hydrology; modeling, research methodology and techniques; project management; and, personal computers and related software (e.g., MS Word, Excel, PowerPoint, Access, Outlook, etc.)
- **Considerable skill**
- **Ability to** balance multiple demands, projects and tasks; initiate and complete long-range projects; work independently and administer program areas with minimal supervision; communicate effectively both orally and in writing; develop and maintain effective professional relationships and maintain ongoing communication with a variety of individuals and organizations; operate a personal computer, various computer software and other standard office equipment; operate hydrologic measuring devices; perform water modeling and use related software or become trained to perform water modeling and related software.

Physical Demands/Work Environment

Work is generally performed in an office setting with occasional travel to perform field investigations or attend meetings, conferences and/or workshops. May be required to work irregular hours, including nights and weekends. Occasionally, may be required to work outside during inclement weather. Close exposure to VDT's, CRT's or UV rays is customary. Requires standing, sitting, walking, driving, carrying, pulling, climbing, stooping, kneeling, crouching, and reaching; good hearing and visual acuity; and to lift and/or move up to 50 pounds.

ADA/EEO Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

VETERAN'S HIRING INITIATIVE

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department (HRD) has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and, it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

Job applicants who are veterans who have an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veteran Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status.

TO APPLY: Resumes will not be accepted in lieu of the city application form. Submit City of Santa Fe Application by one of the following methods: Fill out application at Human Resources Department, City Hall, 200 Lincoln Avenue, Santa Fe, NM; mail application to P.O. Box 909, Santa Fe, New Mexico 87504-0909; or fax application to (505) 955-6810. Applications may be downloaded from our website: www.santafenm.gov; or apply online at www.santafenm.gov. Applications become public record upon receipt and may be made available for public inspection upon request.

When required of the position, attach a copy of certification(s) or license(s). Copies of high school diploma/GED & college degree must be provided at time of interview. Pre-placement physical exams are required for some positions. ***Incomplete applications may delay or exclude consideration of your application.***