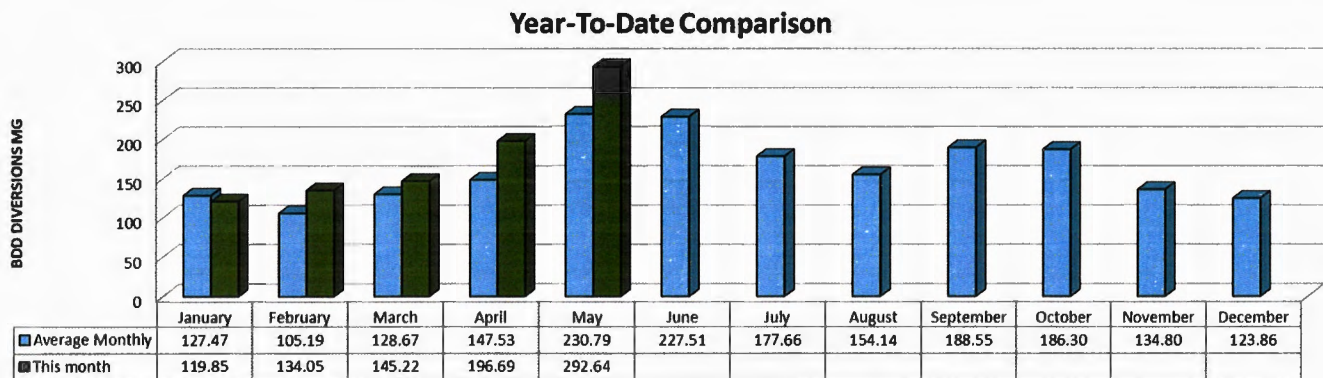




Date: June 3, 2021
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of May 2021

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of May 2021. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 9.44 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 8.42 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.59 MGD.
 - d. Onsite treated and non-treated water storage: 0.43 MGD Average.
2. The BDD is providing approximately 77% percent of the water supply to the City and County for the month.
3. Regional Demand/Drought Summary and Storage-see page 2.
4. The BDD year-to-date diversions are depicted below:



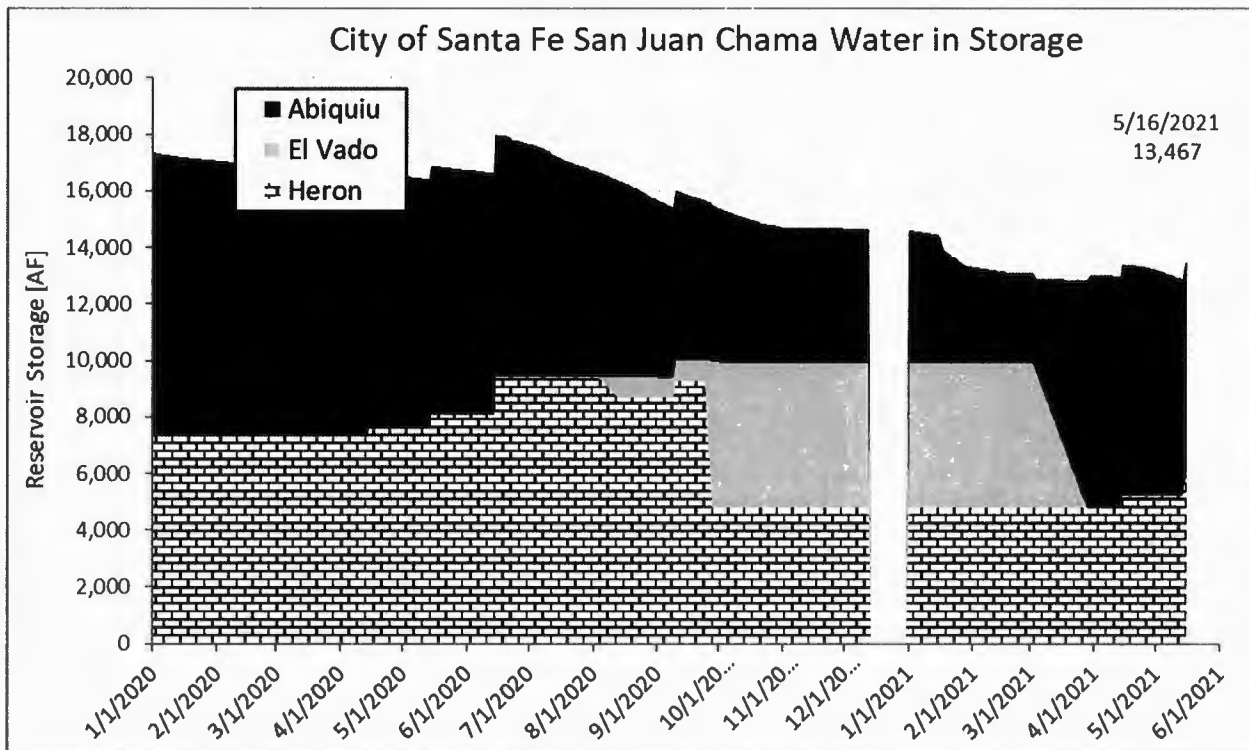


Regional Water Overview

Daily metered regional water demand for the month of May 2021 is approximately 11.0 MGD.

Rio Grande flows for May 2021 averaged approximately 1750 CFS (cubic feet per second.)

City/County/LC Storage- as updated by partners.



ENSO Summary

May 24, 2021

ENSO Alert System Status: Final La Niña Advisory ENSO-neutral conditions are present.*Equatorial sea surface temperatures (SSTs) are near-to-below average over the east-central and eastern Pacific Ocean. ENSO-neutral likely to continue through the Northern Hemisphere summer (67% chance in June-August 2021).*



Buckman Direct Diversion Monthly SJC and Native Diversions

May-21

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	371.899	35.469	0.000	336.429	336.429	0.000	3.456
FEB	414.249	197.198	0.000	217.051	217.051	0.000	2.229
MAR	446.227	446.227	0.000	0.000	0.000	0.000	0.000
APR	605.636	487.703	0.000	117.933	117.933	0.000	1.195
MAY	902.786	518.120	0.000	384.666	384.666	0.000	2.477
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	2,740.798	1,684.717	0.000	1,056.080	1,056.080	0.000	9.357

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	11.554	0.000	108.306	108.306	0.000	119.860
FEB	64.234	0.000	69.875	69.875	0.000	134.109
MAR	145.351	0.000	0.000	0.000	0.000	145.351
APR	158.861	0.000	37.971	37.971	0.000	196.832
MAY	168.769	0.000	123.871	123.871	0.000	292.640
JUN	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	548.768	0.000	340.023	340.023	0.000	888.791



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-20

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	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	396.508	218.194	0.000	178.314	178.314	0.000	1.679
MAR	357.764	185.598	0.000	172.165	172.165	0.000	1.621
APR	372.408	187.945	0.000	184.463	122.188	62.275	1.737
MAY	641.374	529.897	0.000	111.477	111.477	0.000	0.889
JUN	637.220	509.818	0.000	127.402	1.618	125.784	1.017
JUL	784.520	0.000	0.000	784.520	784.520	0.000	3.663
AUG	886.856	12.503	0.000	874.354	839.919	34.435	4.214
SEP	762.357	0.000	0.000	762.357	682.674	79.683	3.556
OCT	593.109	0.000	0.000	593.109	539.638	53.472	5.845
NOV	390.743	353.481	0.000	37.261	37.261	0.000	0.345
DEC	392.394	355.317	0.000	37.077	37.077	0.000	0.377
TOTAL	6,654.050	2,487.186	0.000	4,166.864	3,805.100	361.764	27.701

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	71.073	0.000	57.454	57.454	0.000	128.527
MAR	60.456	0.000	55.473	55.473	0.000	115.928
APR	61.220	0.000	59.435	39.440	20.101	120.655
MAY	172.605	0.000	35.812	35.812	0.000	208.417
JUN	166.065	0.000	40.927	0.520	40.407	206.992
JUL	0.000	0.000	252.754	252.754	0.000	252.754
AUG	4.073	0.000	281.681	271.072	11.113	285.754
SEP	0.000	0.000	245.686	219.960	25.726	245.686
OCT	0.000	0.000	191.019	174.109	17.252	191.019
NOV	115.140	0.000	12.008	12.008	0.000	127.148
DEC	115.738	0.000	11.937	11.937	0.000	127.676
TOTAL	810.158	0.000	1,342.289	1,226.843	116.574	2,152.447



Dec-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	649.014	23.285	0.000	625.729	519.383	106.345	2.907
AUG	422.340	17.075	0.000	405.265	318.606	86.659	1.912
SEP	518.606	169.956	0.000	348.650	261.901	86.749	1.564
OCT	531.254	15.373	0.000	515.881	477.452	38.429	4.676
NOV	325.023	42.180	0.000	282.843	280.865	1.978	2.936
DEC	334.880	48.808	0.000	286.071	286.071	0.000	2.893
TOTAL	4,744.916	1,744.482	0.000	3,000.434	2,680.275	320.160	24.886

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversion
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	7.585	0.000	201.598	167.635	34.262	209.183
AUG	5.562	0.000	130.586	102.846	27.974	136.148
SEP	55.360	0.000	112.401	84.384	28.017	167.762
OCT	5.008	0.000	166.279	154.168	12.409	171.287
NOV	13.739	0.000	91.045	90.407	0.638	104.785
DEC	15.899	0.000	92.109	92.109	0.000	108.008
TOTAL	568.235	0.000	965.760	863.292	103.299	1,533.995



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-18

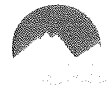
In Acre-Feet

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



Buckman Direct Diversion

Date: June 3, 2021

To: Buckman Direct Diversion Board

From: Kyle Harwood
Rick Carpenter

Subject: **Long Komer & Associates, P.A. Amendment No. 3 to Legal Services Agreement**

Item and Issue:

Request for approval of Amendment No. 3 to the Legal Services Agreement in the amount of \$15,000 exclusive of NMGRT for FY2021 legal services with Long, Komer & Associates and subcontractor Egolf, Ferlic, Martinez & Harwood.

Background and Summary:

On March 7, 2019 the Buckman Direct Diversion Board (BDDDB) awarded RFP '19/22/P for legal services to Long, Komer & Associates, P.A. to serve as the legal counsel for the BDDDB. On June 4, 2020, the BDDDB approved Amendment No. 1 to the legal services contract. Amendment No. 1 extended the award for services to June 30, 2021 and increased compensation for the amended term.

On January 7, the BDDDB approved Amendment No. 2 to the legal services contract. Amendment No. 2 increased the compensation in the amount of \$20,000 to provide funding for the Waters of the United States (WOTUS) briefing.

This Amendment No. 3 is to increase the compensation for the current term in the amount of \$15,000.00 for the purposes of increased work load with respect to Los Alamos National Laboratory and Rio Grande water quality issues over the past six months; additional tasks with respect to the Minnow Collaborative program concerning the 2021 drought; and tasks concerning the City return pipeline in relation to the BDDDB permit and coordination with staff regarding the permit during the first quarter of 2021.

Action Requested

Staff recommends approval of Amendment No. 3 to the Legal Services Agreement with Long, Komer & Associates, P.A. Funding is available within our approved FY2021 operating budget.



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO
LEGAL SERVICES AGREEMENT
WITH LONG, KOMER & ASSOCIATES, P.A.
#19-0246**

THIS AMENDMENT NO. 3 (“Amendment”) to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (“Agreement”), is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“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 legal services, acting in the capacity of legal counsel for the BDDDB.

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

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Fifteen Thousand Dollars (\$15,000.00) plus 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 Five Hundred Forty-Nine Thousand Dollars (\$549,000.00) plus applicable gross receipts tax.

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, 2022.

3. AGREEMENT IN FULL FORCE.

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

File Date: _____

APPROVED AS TO FORM

Erin K. McSherry, COSF Attorney

APPROVED

Alexis C. Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos-Mihelcic, COSF Clerk

CONTRACTOR

Long, Komer & Associates P.A.

Signature: _____

Printed Name: Nancy R. Long

Title: _____

Date: _____

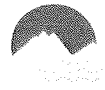
New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____

Memorandum



Buckman Direct Diversion

Date: May 20, 2021
To: Buckman Direct Diversion Board
From: Monique Maes, BDD Contracts Administrator
Via: Rick Carpenter, BDD Facilities Manager
Subject: ALS Group USA, Corp. Amendment No. 3

ITEM:

Request for approval of Amendment No. 3 to the Professional Services Agreement Item 18-1048 with ALS Group USA, Corp for additional laboratory analysis service for FY 22/23 in the amount of \$90,000 plus applicable tax.

BACKGROUND:

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 \$90,000. 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.

Action Requested:

Staff recommends approval of Amendment No 3 to the Professional Services Agreement with ALS Group, Corp.

BU/LI: Compliance Service 8000801.510250

Approved by BDDDB June 3rd 2021

Commissioner Anna Hansen, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3
TO SERVICES AGREEMENT WITH
ALS GROUP USA, CORP.
#18-1048**

THIS AMENDMENT NO. 3 (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 service for the BDD Board 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 the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ninety Six Thousand dollars (\$96,000) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment of services rendered a sum not to exceed Three hundred Forty-Six Thousand dollars (346,000) plus applicable gross receipts tax.

B. The 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 preformed.

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2022.

3. **AGREEMENT IN FULL FORCE.**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Commissioner Anna C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katharine E. Clark, County Clerk

File Date: _____

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

APPROVED

Alexis C. Lotero, Acting Finance Director

ATTEST

Kristine Bustos-Mihelcic

CONTRACTOR:

ALS Group USA, Corp

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____

Memorandum



Buckman Direct Diversion

Date: June 3rd 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contract Administrator
Subject: Chavez Security, INC Amendment NO.3

ITEM

Request for approval of Amendment NO. 3 to the Service Agreement for FY2022 in the Amount of \$179,000 plus applicable tax to the contract with Chavez Security, INC.

BACKGROUND

On June 7th, 2018 the Buckman Direct Diversion Board granted RFP '18/14/B award for BDD Security services to Chavez Security INC. This request will extend the award for services to June 30, 2022 which is the final year of this contract term. Chavez Security, Inc. provides patrols to the Buckman Facilities along the Buckman road corridor.

ACTION REQUESTED

Staff recommends approval of Amendment No. 3 to the Services Agreement with Chavez Security, Inc. in the amount of \$179,000 plus applicable tax. Funding is available in our approved FY2022 operating budget.

ORG/OBJ: Service Contracts -8000801.510310

MUNIS Contract# 3200238, Change Order 1

Approved by BDDDB June 3rd, 2021

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO
SERVICES AGREEMENT
WITH CHAVEZ SECURITY, Inc.
#18-0663**

THIS AMENDMENT NO. 3 ("Amendment") to the Services Agreement, dated June 7, 2018 and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide physical prevention and protection to persons and property for the BDDDB and Buckman Direct Diversion facilities.

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 One Hundred Seventy-Nine Thousand Dollars (\$179,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be only for services rendered at an hourly rate of Twenty-Seven Dollars and Twenty-Six Cents (\$27.26) per hour for each Security Officer III, including the vehicle and all equipment for each Security Officer III and an hourly rate of Twenty-five Dollars (\$25.00) for emergency call in. The BDDDB shall pay to Contractor for services rendered a sum not to exceed Seven Hundred Sixteen Thousand Dollars (\$716,000.00) plus applicable gross

receipts tax. Compensation to be paid for any renewal term shall be agreed upon by the parties.

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 6, of the Agreement is amended to extend the term to terminate on June 30, 2022.

3. AGREEMENT IN FULL FORCE.

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

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

***/BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS/***

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anne C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

File Date: _____

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Alexis C. Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos Mihelcic

CONTRACTOR
Chavez Security, Inc.

Signature _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business
Registration # _____

Memorandum



Buckman Direct Diversion

Date: June 3rd, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, Contracts Administrator
Subject: B & D Industries Amendment No. 3

ITEM

Request for approval of Amendment NO. 3 to Service Agreement Item 19-0056 with B& D Industries, Inc. for on-call HVAC repair services for FY2022 in the amount of \$55,000 plus applicable tax.

BACKGROUND

On November 11, 2018 the Buckman Direct Diversion Board approved the request to award RFB '19/05/B On-Call HVAC services to B & D Industries, Inc. This request will extend the award for services to June 30, 2022, which enters into the final term of the contract. This amendment will also increase compensation for the amended term in the amount of 55,000 plus tax.

BDD has many heating ventilation and air conditioning units throughout the facilities. These units provide temperature control for our pumps and equipment. If a unit fails it is extremely important that the unit is repaired in a timely manner so that the pumps and equipment do not overheat. This service will be utilized to supplement the current resources in the repair and maintenance of BDD equipment.

ACTION REQUESTED

Staff recommends approval of Amendment No. 3 to the Services Agreement with B & D industries, Inc. in the amount of \$55,000 exclusive of NMGRT. Funding is available in our approved FY2022 operating budget.

ORG/OBG: Repair and Maintenance Building/Structure #7280000.520100.930020

Approved by BDDB June 3rd 2022

Commissioner Anna C Hansen, BDD Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO SERVICES AGREEMENT
WITH B & D INDUSTRIES, INC.
#19-0056**

THIS AMENDMENT No. 3 ("Amendment") to the SERVICES AGREEMENT, dated November 30, 2018, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and B & D Industries, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide on call repair, replacement, and installation of HVAC systems at 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 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-Five Thousand Dollars (\$55,000.00) plus 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-Five Thousand Dollars (\$255,000.00), plus applicable gross receipts tax.

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 6, of the Agreement is amended to extend the term to terminate on June 30, 2022.

3. **AGREEMENT IN FULL FORCE.**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen

Date _____

ATTEST

Katherine E. Clark, Santa Fe Count Clerk

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Alexis C, Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

CONTRACTOR:
B&D Industries, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____

Memorandum



Buckman Direct Diversion

Date: June 3rd, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Glorieta Geoscience, Inc. -Amendment No. 3

ITEM:

Request for approval of Amendment No. 3, to Professional Services Agreement with Glorieta Geoscience, Inc. to increase compensation of PSA agreement 19-0302 by \$55,000 plus applicable 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 for FY2022 is Fifty-Five Thousand dollars plus applicable tax.

ACTION REQUESTED:

Recommended approval of Amendment No. 3 to the Professional Services Agreement with Glorieta Geoscience Inc. Funding is available within our FY2022 Operating Budget.

Project, Org and Object: BDD7530-Regulatory, 8000801.510340

MUNIS Contract # 3200380

Approved by BDDDB December 3, 2020

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH GLORIETA GEOSCIENCE, INC.
#19-0302**

THIS AMENDMENT NO. 3 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2019, and as subsequently amended ("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 BDDDB 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-Five Thousand Dollars (\$55,000.00) 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 Sixty-Five Thousand Dollars (\$265,000.00), 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, 2022.

3. AGREEMENT IN FULL FORCE.

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

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

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SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen

Date: _____

ATTEST

Katherine E Clark, Santa Fe County Clerk

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Alexis C. Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos-Mihelcic, COSF Clerk

File Date: _____

CONTRACTOR:
Glorieta Geoscience, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____

Memorandum



Buckman Direct Diversion

Date: June 3rd 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Long Komer & Associates, P.A. Amendment 4

ITEM:

Request for approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer, and Associates, P.A. in the amount of \$249,000. plus applicable gross receipts tax.

BACKGROUND:

On March 7, 2019 the Buckman Direct Diversion Board granted RFP '19/22/P award for Professional Legal Service to Long Komer and Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This amendment will provide compensation for FY 2022 in the amount of \$249,000.00 plus applicable gross receipt tax.

Action Requested:

Staff recommends approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer & Associates, P.A. Funding is available within our approved FY2022 operating budget

ORG & OBJ: Legal Service # 800801.510200
MUNIS Contract# 3200406, Change Order 3

Approved by BDDDB June 3rd 2021

Commissioner Anna C. Hansen, BDD Chair



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



SANTA FE COUNTY

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 4 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246**

THIS AMENDMENT NO. 4 (the “Amendment”) to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the “Agreement”) is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“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 legal service, acting in the capacity of legal counsel for the Board.

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

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Forty Thousand Dollars (\$249,000.00) plus 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 Seven Hundred Ninety Eight Thousand dollars (798,000.00) plus applicable gross receipts tax.

B. The 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. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2022.

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 Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

File Date: _____

APPROVED AS TO FORM

Erin K. McSherry, COSF Attorney

APPROVED

Alexis C. Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos-Mihelcic, COSF Clerk

CONTRACTOR

Long, Komer & Associates P.A.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____

Memorandum



Buckman Direct Diversion

Date: June 3rd, 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, Contracts Administrator
Subject: Snell & Wilmer, LLP Amendment No. 5

ITEM

Request for Approval of Amendment No. 5 to the Legal Services Agreement in the amount of \$1,820,000. Plus applicable tax for FY2022 legal service with Snell & Wilmer, LLP.

BACKGROUND

On March 1, 2018, the Buckman Direct Diversion Board granted RFP '18/12/P for litigation services to Snell & Wilmer, LLP to serve as legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services to June 30th, 2022, for the final year of the contract. The amendment will increase compensation for the amended term in the amount of \$1,820,000. Plus applicable tax.

ACTION REQUESTED

Staff recommends approval of amendment No. 5 to the Legal Services Agreement with Snell & Wilmer, LLP. Funding is available within our approved FY2022 Operating Budget.

ORG/OBJ: Legal Service #8000801.510200

MUNIS Contract # 3200242

Approved By BDDDB June 4th, 2021

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 5
TO THE LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP
#18-0424**

THIS AMENDMENT No. 5 (“Amendment”) to the Legal Services Agreement, dated March 27, 2018 (“Agreement”), between the Buckman Direct Diversion Board (“BDDDB”) and Snell & Wilmer, LLP, (“Contractor”) shall be effective as of the date when it is executed by the BDDDB.

RECITALS

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

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, BDDDB and Contractor agree as follows:

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of One Million Eight-Hundred Twenty Thousand Dollars (\$1,820,000.00) 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, costs and fees incurred, a sum not to exceed Seven Million Four-Hundred Seventy Thousand Dollars (\$7,470,000.00), plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE

Article 5, of the Agreement is amended to extend the tem to terminate on June 30, 2022.

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 Legal Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Snell & Wilmer, LLP

By: _____
Commissioner Anna Hansen, BDDB Chair

Signature: _____
Name: Daniel R Frost

Date: _____

Title: _____

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

NM Taxation & Revenue

File Date: _____

CRS# _____

APPROVED AS TO FORM

City of Santa Fe Business

Registration# _____

Nancy R. Long
Nancy R. Long, BDDB Counsel

APPROVED

Alexis C. Lotero, Acting COSF Finance Director

ATTEST

Kristine Bustos-Mihelcic COSF Clerk