

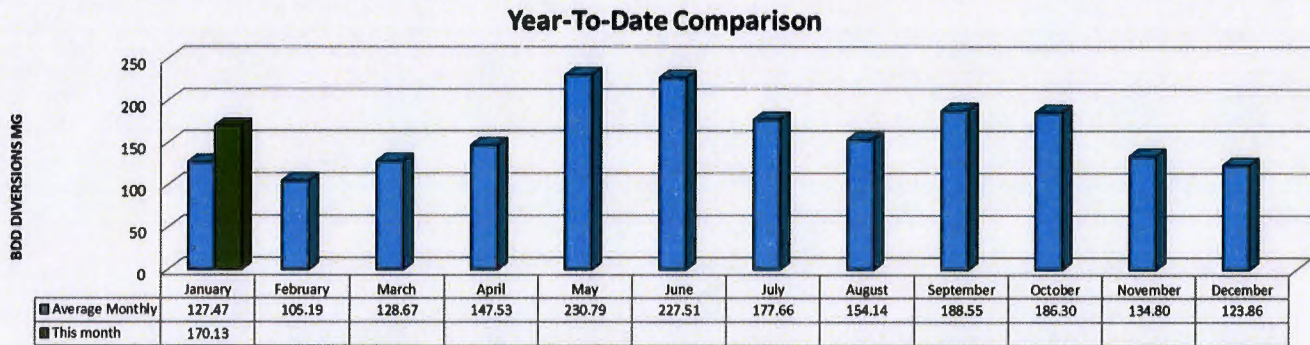




**Date:** February 4, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Randy Sugrue, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of January 2022

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of January 2022. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
  - a. Raw water diversions: 5.49 MGD.
  - b. Drinking water deliveries through Booster Station 4A/5A: 5.06 MGD.
  - c. Raw water delivery to Las Campanas at BS2A: 0.00 MG
  - d. Onsite treated and non-treated water storage: 0.43 MGD Average.
2. The BDD is providing approximately 84% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



4. Regional Demand/Drought Summary and Storage-see page 2.



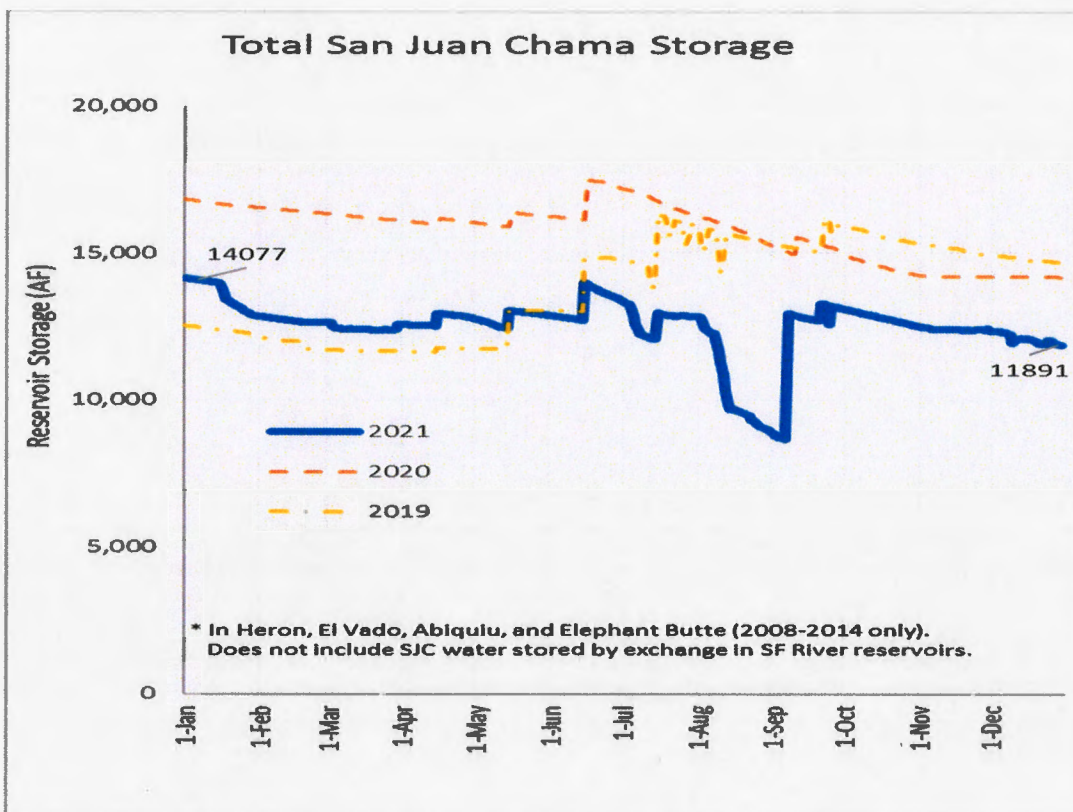
## Regional Water Overview

Daily metered regional water demand for the month of January 2022 is approximately 6.1 MGD.

Rio Grande flows for January 2022 averaged approximately 575 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 70.8%/McClure: 8.3% (18.9% combined) Watershed Inflow: 0.91 MGD

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



## ENSO Summary

January 17, 2022

**ENSO Alert System Status: La Niña Advisory**

**La Niña is present.\***

**Equatorial sea surface temperatures (SSTs) are below average across the east-central and eastern Pacific Ocean.**

**The tropical Pacific atmosphere is consistent with La Niña.**

**La Niña is likely to continue into the Northern Hemisphere spring (67% chance during March-May 2022) and then transition to ENSO-neutral (51% chance during April-June 2022).**





<b>Buckman Direct Diversion Monthly SJC and Native Diversions</b>							
<b>Jan-22</b>	<b>In Acre-Feet</b>						
<b>Month</b>	<b>Total SJC + Native Rights</b>	<b>SP-4842 RG Native COUNTY</b>	<b>SD-03418 RG Native LAS CAMPANAS</b>	<b>SJC Call Total</b>	<b>SP-2847-E SJC Call CITY</b>	<b>SP-2847-N-A SJC Call LAS CAMPANAS</b>	<b>All Partners Conveyance Losses</b>
JAN	522.801	166.419	0.000	356.382	356.382	0.000	3.203
FEB	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAR	0.000	0.000	0.000	0.000	0.000	0.000	0.000
APR	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>522.801</b>	<b>166.419</b>	<b>0.000</b>	<b>356.382</b>	<b>356.382</b>	<b>0.000</b>	<b>3.203</b>

**In Million Gallons**

<b>Month</b>	<b>Native COUNTY</b>	<b>Native Las Campanas</b>	<b>SJC TOTAL</b>	<b>SJC CITY</b>	<b>SJC Las Campanas</b>	<b>All Partners Diversions</b>
JAN	54.208	0.000	114.878	114.878	0.000	169.086
FEB	0.000	0.000	0.000	0.000	0.000	0.000
MAR	0.000	0.000	0.000	0.000	0.000	0.000
APR	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>54.208</b>	<b>0.000</b>	<b>114.878</b>	<b>114.878</b>	<b>0.000</b>	<b>169.086</b>





Buckman Direct Diversion Monthly SJC and Native Diversions							
Dec-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	378.548	42.119	0.000	336.429	336.429	0.000	3.456
FEB	408.601	191.550	0.000	217.051	217.051	0.000	2.229
MAR	442.832	442.832	0.000	0.000	0.000	0.000	0.000
APR	624.282	506.349	0.000	117.933	117.933	0.000	1.195
MAY	868.184	483.518	0.000	384.666	384.666	0.000	2.477
JUN	879.493	302.801	0.000	576.692	576.692	0.000	3.555
JUL	562.156	-17.518	0.000	579.674	579.674	0.000	2.767
AUG	758.665	-0.154	0.000	758.819	758.819	0.000	3.757
SEP	542.059	-49.305	0.000	591.364	591.364	0.000	2.930
OCT	553.705	-22.895	0.000	576.600	576.600	0.000	5.614
NOV	423.977	368.177	0.000	55.800	55.800	0.000	0.543
DEC	423.345	-0.732	0.000	424.077	424.077	0.000	2.367
<b>TOTAL</b>	<b>6,865.847</b>	<b>2,246.741</b>	<b>0.000</b>	<b>4,619.106</b>	<b>4,619.106</b>	<b>0.000</b>	<b>30.890</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	13.720	0.000	108.306	108.306	0.000	122.026
FEB	62.394	0.000	69.875	69.875	0.000	132.269
MAR	144.245	0.000	0.000	0.000	0.000	144.245
APR	164.934	0.000	37.971	37.971	0.000	202.906
MAY	157.498	0.000	123.871	123.871	0.000	281.369
JUN	98.632	0.000	185.788	185.788	0.000	284.420
JUL	-5.706	0.000	186.765	186.765	0.000	181.059
AUG	-0.050	0.000	244.396	244.396	0.000	244.346
SEP	-16.060	0.000	190.470	190.470	0.000	174.409
OCT	-7.458	0.000	185.724	185.724	0.000	178.266
NOV	119.927	0.000	17.973	17.973	0.000	137.901
DEC	-0.238	0.000	138.136	138.136	0.000	137.898
<b>TOTAL</b>	<b>731.837</b>	<b>0.000</b>	<b>1,489.275</b>	<b>1,489.275</b>	<b>0.000</b>	<b>2,221.113</b>





## 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
<b>TOTAL</b>	<b>6,654.050</b>	<b>2,487.186</b>	<b>0.000</b>	<b>4,166.864</b>	<b>3,805.100</b>	<b>361.764</b>	<b>27.701</b>

## 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
<b>TOTAL</b>	<b>810.158</b>	<b>0.000</b>	<b>1,342.289</b>	<b>1,226.843</b>	<b>116.574</b>	<b>2,152.447</b>





**Date:** January 4, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Rick Carpenter, BDD Facilities Manager RC  
Antoinette Armijo-Rougemont, BDD Accounting Supervisor AA  
**Via:** Monique Maes, BDD Contract Administrator MM  
**Re:** Access Control System, RFP 22/13/P MM

---

### Item and Issue

Request for approval of contract with Intraworks in the amount of \$136,990.10 plus applicable gross receipts tax

### Background

The Buckman Direct Diversion has procured services via RFP, for an upgrade to the Access Control System with Intraworks Inc. Intraworks Inc., will provide services such as design and upgrade the existing network of interconnected components that provides security that manages and controls entrance into the BDD facility.

### Recommended Action

Please approve a Professional Service Agreement with Intraworks in an amount of 136,990.10 plus tax.

MUNIS Figures are listed below:

Department: 800

MUNIS ORG: 8000801

MUNIS OBJ: 510310

Project Ledger: 7420

Munis Contract #3203188

Approved

---

BDD Chair, Anna Hansen

Date





# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Intraworks

Procurement Title: Access control System

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  RFP

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 BDDDB Buckman Direct Diversion Board
<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contracts, 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: _____

Monique Maes Contracts Administrator 01/14/2022  
 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.

\*





# Buckman Direct Diversion Board

## Real Estate Summary of Contracts, Agreements, Amendments & Leases



### Section to be completed by department

1. Munis Contract # 3203188

Contractor: INTRAWORKS INC.

Description: **TO PROVIDE ACCESS CONTROL SYSTEM UPGRADE**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 02/03/2022 Term End Date: 06/30/2022

Approved by BDDDB or  Approved by BDD Facilities Manager Date: 02/03/2022

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by BDDDB or  Approved by BDD Facilities Manager Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**CONTRACT NOT TO EXCEED \$136,990.10 END TERM DATE 6/30/2022 year 1 of 4**

3. Procurement History: \_\_\_\_\_

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: \_\_\_\_\_

4. Funding Source: \_\_\_\_\_ Org / Object: 8000801.510310

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: \_\_\_\_\_

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
INTRAWORKS INC.**

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

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB as described in Exhibit A attached hereto.

**2. STANDARD OF PERFORMANCE; LICENSES**

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

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

**3. COMPENSATION**

A. Compensation under this Agreement shall be the sum not to exceed One Hundred Thirty-Six Thousand Nine Hundred Ninety Dollars and Ten Cents (\$136,990.10), 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 BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services 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**

A. This Agreement shall be effective when signed by the BDDB and terminate on June 30, 2022, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the BDDB and Contractor.

#### **6. TERMINATION**

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

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

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

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

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

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

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

**8. CONFIDENTIALITY**

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

**9. CONFLICT OF INTEREST**

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

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

**10. ASSIGNMENT; SUBCONTRACTING**

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

**11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, 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 BDDDB.

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

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

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

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

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

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

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water

and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the 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 BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

### **13. INDEMNIFICATION**

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

**Indemnification for Professional Acts, Errors or Omissions.** Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

### **14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**15. THIRD-PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the 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@ci.santa-fe.nm.us

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

**CONTRACTOR:** IntraWorks, Inc.  
7910 Lorraine, Ct NE  
Albuquerque, NM 87113  
Attn: Martin Flores  
Email: mflores@intraworksusa.com

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



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

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

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

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
Anna Hansen, BDDDB Chair

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

Date: \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
City Finance Director

ATTEST:  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY  
CLERK

ATTEST  
  
\_\_\_\_\_  
KATHARINE CLARK, COUNTY CLERK

DATE: \_\_\_\_\_

**CONTRACTOR:  
INTRAWORKS, INC.**

Signature: Jennifer Valentine  
Printed Name: Jennifer Valentine  
Title: Corporate Secretary  
Date: 1/19/2022

NM Taxation & Revenue  
CRS # 02476758009

City of Santa Fe Business  
Registration # 222295

**EXHIBIT A**

Description	Type	Quantity	Cost per Item
Materials	Cable and misc. hardware	Lot	\$3,409.28
Hardware	Appliance, Controllers, Reader Boards, etc.	59	\$56,964.92
Software	Avigilon ACM	1	\$0
Fabrication	Unistrut, Raceway, etc.	Lot	\$7,996.17
Installation	Labor	397.7	\$30,416.49
Programing/testing	Labor	64.8	\$4,955.83
maintenance	2nd Year Warranty	1	\$12,512.00
Design, develop implement	Engineering/Drafting	57.5	\$3,922.46
All other Services	Travel/Trip Charges	Lot	\$3,672.95

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described herein.

Option Year 1: (02/3/2022 thru 06/30/2022) Price: \$ 13,140.00

Option Year 2: (07/01/2022 thru 06/30/2023) Price: \$ 13,800.00

Option Year 3: (07/01/2023 thru 06/30/2024) Price: \$ 14,490.00

Option Year 4: (07/01/2024 thru 06/30/2025) Price: \$ 15,215.00

**Notes and Disclaimers:**

1. A wage determination has not been issued for this project.
2. 2nd Year Warranty includes all newly installed equipment only.
3. Option years 1-4 includes warranty for all newly installed equipment only.
4. Price for extended warranty on existing equipment can be provided upon request.

# Memorandum



Buckman Direct Diversion

---

DATE: December 2, 2021  
TO: Fran Dunaway, Chief Procurement Officer  
City of Santa Fe  
FROM: Monique Maes, Procurement Manager  
Buckman Direct Diversion  
SUBJECT: Evaluation Committee Report, Access Control System RFP # 22/13/P

In accordance with the Buckman Direct Diversion (BDD) Request for Proposals for Access Control System issued November 3, 2021, One (1) response was submitted from the following Offeror: Intraworks and evaluated by the committee.

## **Summary of Evaluation Committee Activity**

The Evaluation Committee members are as follows:

Eric Armstrong, BDD Automation Security Specialist Admin  
Lee Gagnon, Public Utilities, Engineer Associate  
Bernardine Padilla, BDD Public Relations Coordinator

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- 11/16/2021: The Evaluation Committee met with Kathy Sanchez, to review and discuss the procedure and importance of managing, handling and controlling the evaluation and award of the RFP. Each committee member received the Offeror's technical proposal(s) at this time.
- 11/18/2021: The evaluation committee met to review the proposal and a discussion of each criteria and points given was discussed and developed as a group. An Evaluation Committee score sheet, Procurement Manager score sheet and report was created and drafted.

## Section IV.B, Technical Specifications

### Section IV.B.1, Organizational Experience (400 Total Points)

	<b>Intraworks</b>
<b><u>Offeror Points</u></b>	<b>375</b>

#### Specifications:

1. Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Access Control System and all access control systems provided to private sector will also be considered. Also include an explanation of how your access control system control system will meet our scope of work
2. Provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as having extensive knowledge and or subject matter expert in access control systems. Offeror must include key personnel education, work experience, relevant certifications/ licenses.
3. Indicate how many Access Control Systems have been installed in the last two years and what percentage of business revenue is derived from Access Control Systems engagements;
4. Describe at least two project successes and failures of Access Control Engagement engagements and installations. Include how each experience improved the Offeror's services.

#### Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### Intraworks

The Evaluation Committee awarded Intraworks 375 Points based on the Offeror's response. Intraworks has extensive experience with government and private sector companies throughout New Mexico, some of the companies they have worked with include Central New Mexico Community College, Sangre de Cristo Water Company. No subcontractors are listed for this project. Intraworks has worked with BDD on many security projects either directly or through an electrical contractor. Because of their knowledge about the current systems now in place for both BDD and Sangre de Cristo they are deemed qualified to perform the BDD Access Control upgrade. While their qualifications were acceptable, Intrawork's explanation of how their approach can meet the requirements of the RFP was not explained well.

Six resumes were provided of key personnel who have extensive knowledge on access control system installation, they have extensive education, work experience and licensure.

Intraworks has installed 43 systems in the last 2 years, with indicated 40% business revenue.



Two examples each of successes and failures were thoroughly provided in detail. Lessons learned from each were also provided.

#### **Section IV.B.2, Organizational References (100 Total Points)**

	<b>Intraworks</b>
<b><u>Offeror's Points</u></b>	<b>100</b>

#### **Organizational References**

##### **Specifications:**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

##### **Evaluation Factors:**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the BDD reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18

**Intraworks**

The Evaluation Committee awarded Intraworks, 100 points based on the Offeror’s response. Intraworks provided 3 references of similar projects for 2 large government clients. All Client information was provided including technical information and staff assigned for work designated. Intraworks did not specify the exact start times for the projects, but did list projects were continuing, or the project lasted 7 years, for example.

**Section IV. C, Business Specifications**

**Section IV.C.1, Financial Stability (Pass/Fail)**

	<b>Intraworks</b>
<b><u>Pass/Fail</u></b>	<b>Pass</b>

**Specifications:**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report). **Failure to submit financial statements or the reason why they don’t exist will result in Offeror’s disqualification.**

**Evaluation Factors:**

Pass/Fail only. No points assigned.

**Section IV.C.2, Performance Surety Bond (Pass/Fail)**

	<b>Intraworks</b>
<b><u>Pass/Fail</u></b>	<b>Pass</b>

**Specifications:**

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Department to insure the Contractor’s performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be

available to the Department at time of contract award. **A Statement of Concurrence, as defined in Section I.F.39, must be submitted in the Offeror's proposal.**

**Evaluation Factors:**

Pass/Fail only. No points assigned.

**Section IV.C.3, Letter of Transmittal (Pass/Fail)**

	Intraworks
Pass/Fail	Pass

**Specifications:**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report). **Failure to submit financial statements or the reason why they don't exist will result in Offeror's disqualification.**

**Evaluation Factors:**

Pass/Fail only. No points assigned.

All Statements beginning from 2017 through calendar year 2020 were attached

**Section IV.C.4, Signed Campaign Contribution Disclosure Form (Pass/Fail)**

	Intraworks
<u>Pass/Fail</u>	Pass

**Specifications:**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

**Evaluation Factors:**

Pass/Fail only. No points assigned.

No points Assigned. Contribution form was provided.



**Section IV.C.5, Oral Presentation (100 Total Points)**

	<b>Intraworks</b>
<b><u>Offeror's Points</u></b>	<b>100</b>

**Oral Presentation**

**Specifications:**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

**Evaluation Factors:**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**Intraworks**

The Evaluation Committee awarded Intraworks 100 points based on the Offeror's response. No oral presentations were held therefore all the points for this criteria was awarded.

**Section IV.C.6, Costs (400 Total Points)**

	<b>Intraworks</b>
<b>Offeror's Points</b>	<b>400</b>

**Specifications:**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by experience, references, on site visit.

**Evaluation Factors:**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The first year's total budget will be used to calculate Cost score

**Intraworks**

The Evaluation Committee awarded Intraworks. 400 points based on the Offeror’s response. Cost was determined based on the formula:  $\frac{\$13,140}{\$13,140} = 1 \times 400 = 400$

**Section IV.C.4, NM Preferences**

	<b>Intraworks</b>		
City of Santa Fe Local Preference per Section IV C. 2	<b>0</b>		
City of Santa Fe Local Preference using Local Subcontractors Section IV C.2			

**Specifications:**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

**Evaluation Factors:**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits.

Percentages will be determined based upon the point-based system outlined below.

- A. The BDD shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The BDD shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the BDD makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the BDD shall award additional point’s equivalent to 3% of the total possible points to a local resident business. The BDD shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.  
The maximum available local preference shall be 6%.
- C. Solicitations above One Million Dollars (\$1,000,000)
  - a. The BDD shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
  - b. The BDD shall deem the bid or proposal submitted by a non-local resident business to be

3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are residentbusinesses.

**Intraworks**

Offeror submitted NM Resident Business Certificate. Offeror was awarded 0 Points at this time, Intraworks provided the Resident Business Certificate but the place of business is not within the municipal limits of Santa Fe..

---

**ACCESS CONTROL SYSTEM  
RFP # 22/13/P Evaluation Summary**

	<u>Intraworks</u>	<u>None</u>	<u>None</u>
Section IV.B 1. Technical Specifications Organizational Experience (## Points)	375		
Section IV.B 2. Technical Specifications Organizational References (## Points)	100		
Section IV.C 1. Financial Stability (Pass/Fail)	Pass		
Section IV.C 2. Performance Bond (Statement of Concurrence)	Pass		
Section IV.C 3. Business Specifications Letter of Transmittal (Pass/Fail)	Pass		
Section IV.C 4. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass		
	100		
Section IV.C 6. Business Specifications Cost	400		
Section IV.C 7. Business Specifications New Mexico Resident Business Preference 5%	0		
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%			
<b>TOTAL POINTS AWARDED</b>	<b>975</b>		



### **Evaluation Committee Recommendation**

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the Access Control Systems RFP #22/13/P to Intraworks; subject to agreement between the Buckman Direct Diversion and the selected Offeror. Awarding a Contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, the Department, and Department clients.



### Committee Signature Approval

*Eric Armstrong*

Eric Armstrong (Dec 2, 2021 14:58 MST)

Eric Armstrong  
Evaluation Committee Member

Dec 2, 2021

Date

*Lee R. Gagnon*

Lee R. Gagnon (Dec 9, 2021 10:19 MST)

Lee Gagnon  
Evaluation Committee Member

Dec 9, 2021

Date

*Bernardine Padilla*

Bernardine Padilla (Dec 2, 2021 12:25 MST)

Bernardine Padilla  
Evaluation Committee Member

Dec 2, 2021

Date

*Monique Maes*

Monique Maes (Dec 2, 2021 11:20 MST)

Monique Maes  
Procurement Manager

Dec 2, 2021

Date

### Chief Procurement Officer Signature Approval

*Fran Dunaway*

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe

12/30/2021

Date















# Evaluation Committee Report for Access Control Systems RFP 22/13/P

Final Audit Report

2021-12-09


Created:	2021-12-02
By:	Monique Maes (mmaes@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApeKA7ijjYwQIKuY-k5dn9DKelOOEbXCg

## "Evaluation Committee Report for Access Control Systems RFP 22/13/P" History

-  Document created by Monique Maes (mmaes@santafenm.gov)  
2021-12-02 - 6:17:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to Eric Armstrong (ewarmstrong@santafenm.gov) for signature  
2021-12-02 - 6:20:23 PM GMT
-  Document emailed to Lee R. Gagnon (lrgagnon@santafenm.gov) for signature  
2021-12-02 - 6:20:23 PM GMT
-  Document emailed to Bernardine Padilla (brpadilla@santafenm.gov) for signature  
2021-12-02 - 6:20:23 PM GMT
-  Document emailed to Monique Maes (mmaes@santafenm.gov) for signature  
2021-12-02 - 6:20:23 PM GMT
-  Document e-signed by Monique Maes (mmaes@santafenm.gov)  
Signature Date: 2021-12-02 - 6:20:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by Eric Armstrong (ewarmstrong@santafenm.gov)  
2021-12-02 - 6:22:54 PM GMT- IP address: 174.205.36.59
-  Email viewed by Bernardine Padilla (brpadilla@santafenm.gov)  
2021-12-02 - 7:15:18 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Bernardine Padilla (brpadilla@santafenm.gov)  
Signature Date: 2021-12-02 - 7:25:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document e-signed by Eric Armstrong (ewarmstrong@santafenm.gov)  
Signature Date: 2021-12-02 - 9:58:53 PM GMT - Time Source: server- IP address: 63.232.20.2

 Email viewed by Lee R. Gagnon (lrgagnon@santafenm.gov)

2021-12-06 - 6:43:00 PM GMT- IP address: 172.58.24.67

 Document e-signed by Lee R. Gagnon (lrgagnon@santafenm.gov)

Signature Date: 2021-12-09 - 5:19:30 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2021-12-09 - 5:19:30 PM GMT





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Snellings Walters Insurance Agency</b>		NAMED INSURED <b>IntraWorks, Inc. 7910 Lorraine Ct. NE Albuquerque, NM 87113</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**21-22 Certificate Endorsements****General Liability:**

**VCG 207 06 18--Broad Form General Liability Endorsement-Technology Companies. Blanket Additional Insured when required in a written contract with named insured, Blanket Waiver of Subrogation when required in a written contract with named insured, Primary Noncontributory when required in a written contract with named insured.**

**CG 25 03 05 09--Designated Construction Project(s) General Aggregate Limit. Blanket per schedule on file with company.**

**CG 20 10 12 19--Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization**

**CG 20 37 12 19--Additional Insured-Owners, Lessees or Contractors-Completed Operations**

**Automobile:**

**VCA 201 06 18--Broad Form Automobile Endorsement. (Blanket Waiver of Subrogation when required by written contract, Additional Insured when required by written contract with insured.**

**Umbrella:**

**VCU 410 11 13--Waiver of Transfer of Rights of Recovery Against Others to us by contract or agreement.**

**VCU 411 06 18--Primary and NonContributory-Other Insurance Condition. Primary and Noncontributory coverage applies when required in a written contract with the insured.**



## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INTRAWORKS  
DBA: INTRAWORKS

**Business Location:** 7910 LORRAINE CT NE  
ALBUQUERQUE, NM 87113

**Owner:** Jennifer Valentine, KEVIN MAYER

**License Number:** 222295

**Issued Date:** March 08, 2021

**Expiration Date:** March 08, 2022

**CRS Number:** 02470758009

**License Type:** Business License - Renewable

**Classification:** Alarm Installation or Monitoring

**Fees Paid:** \$75.00

INTRAWORKS  
7910 LORRAINE CT NE  
ALBUQUERQUE, NM 87113

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# Memorandum



## Buckman Direct Diversion

Date: January 25, 2022

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Facility Manager

Kyle Harwood, BDD Legal Counsel

Re: Update on BDD Board - LANL MOU

“2022 MOU between the US DOE, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons”

### Item and Issue:

The current BDD Board LANL MOU was extended to an expiration date of February 9, 2022.

Attached to this cover memo is the consensus draft of the new MOU which has been executed by LANL

### Background:

BDD Board staff, consultants and counsel have negotiated this consensus draft of the new MOU consistent with direction provided at previous Board meetings.

### Recommendations:

Recommend approval and direction to the BDD Board Chair to execute the MOU.



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



*MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF ENERGY, OFFICE OF ENVIRONMENTAL MANAGEMENT, LOS ALAMOS FIELD OFFICE AND THE BUCKMAN DIRECT DIVERSION BOARD REGARDING NOTIFICATION OF STREAMFLOW AND WATER QUALITY MONITORING IN LOS ALAMOS AND PUEBLO CANYONS*

**A. Parties**

This Memorandum of Understanding (MOU) is between the Buckman Direct Diversion Board (BDD Board) and the U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office (EM-LA).

**B. Background**

The Buckman Direct Diversion (BDD) is designed to divert water from the Rio Grande for use by the City and County of Santa Fe water utilities in the Santa Fe area, and to provide a source for the water supply systems of Santa Fe County, the City of Santa Fe, and the Club at Las Campanas. The diverted water is San Juan-Chama Project water (a U.S. Bureau of Reclamation inter-basin water transfer project) and native New Mexico state waters regulated by the State of New Mexico.

The point of diversion for the BDD is on the east bank of the Rio Grande in northern New Mexico, near the historic Buckman townsite. The point of diversion is approximately 15 miles northwest of the City of Santa Fe and about three miles downstream from the confluence of the Rio Grande and Los Alamos Canyon (where Route 502 crosses the Rio Grande at Otowi Bridge).

The Los Alamos National Laboratory (LANL) is owned and operated by the U.S. Department of Energy (DOE). LANL is located on the Pajarito Plateau above the Los Alamos/Pueblo Canyon watershed. The Los Alamos/Pueblo Canyon stream system infrequently flows to the Rio Grande just below the Otowi Bridge and upstream of the BDD point of diversion. The Los Alamos/Pueblo Canyon watershed contains sediment with contamination from historic releases from LANL, which may be transported downcanyon due to rain events. This sediment may be transported to the Rio Grande upgradient of the BDD intake. EM-LA has implemented measures (including infrastructure installation) to reduce the transport of contaminated sediment. Notification of streamflow from the Los Alamos Canyon watershed to the Rio Grande to support BDD operations is a mutual goal of the Parties.

The New Mexico legislature encouraged the BDD Board and DOE to memorialize their agreement to certain activities relating to the mitigation and monitoring of LANL-origin water quality contaminants. On May 13, 2010, the BDD Board and DOE executed a Memorandum of Understanding acknowledging that water quality management and monitoring are mutual priorities. On January 12, 2015, the BDD Board and DOE executed a second Memorandum of Understanding to further govern operations of the BDD. On November 20, 2017, the BDD Board and DOE executed a third Memorandum of Understanding, which the BDD Board and DOE extended until December 1, 2021. The BDD Board and DOE extended the 2017 Memorandum of Understanding a second time until February 9, 2022. Upon execution of this MOU, the 2017 Memorandum of Understanding will be terminated in accordance with Section J of the 2017 Memorandum of Understanding, and this MOU will constitute the consent of the BDD Board and DOE to the termination.



### **C. Objectives**

This MOU establishes roles and responsibilities for notification between EM-LA (by EM-LA or through its contractor) and the BDD Board regarding streamflow in Los Alamos and Pueblo Canyons and water quality sampling by the BDD staff at the BDD intake for operation of the BDD.

The primary objectives of this MOU are as follows:

1. Enable BDD staff to make decisions regarding facility operations based on notifications from the Early Notification System (ENS);
2. Support water quality monitoring at the BDD intake regarding BDD operations; and
3. Share certain data and documents detailed below in Sections E.5 and F regarding BDD operations.

### **D. Authorities**

The Parties represent that they have the authority to enter into this MOU pursuant to the following authorities.

1. EM-LA is authorized to enter into this MOU pursuant to the Atomic Energy Act, as amended (Title 42 U.S.C. 2011, et seq.).
2. The BDD Board is authorized to enter into this MOU pursuant to the March 7, 2005, Joint Powers Agreement between Santa Fe County and the City of Santa Fe and associated state, county, and municipal laws.

### **E. Agreement Principles**

#### **E.1 Agreements with the Pueblo de San Ildefonso**

The Parties recognize that EM-LA must comply with the requirements of the 2014 Memorandum of Agreement between EM-LA, the U.S. Department of Energy, National Nuclear Security Administration, Los Alamos Field Office, and the Pueblo de San Ildefonso (Pueblo), as amended in 2015, and associated Protocols. EM-LA will consult with the Pueblo, as necessary, regarding the use of information gathered pursuant to this MOU.

The Parties further recognize that the BDD Board must comply with the requirements of the 2014 Memorandum of Agreement between the BDD Board and the Pueblo. The BDD Board and BDD staff will consult with the Pueblo, as necessary, regarding access to and use of information gathered pursuant to this MOU.

#### **E.2 Los Alamos / Pueblo Canyons Early Notification System**

The ENS will provide real-time streamflow data or visual verification of streamflow to the BDD at the following gaging station locations to enable BDD staff to make decisions regarding facility operations, including temporarily ceasing diversion of water from the Rio Grande. The ENS consists of the following:

1. Gaging Station E050.1 in Los Alamos Canyon above the Pueblo Canyon confluence;
2. Gaging Station E060.1 in Pueblo Canyon above the Los Alamos Canyon confluence;
3. Gaging Station E062 in the narrow canyon below the confluence of Los Alamos and Pueblo Canyons (visual verification of flow only); and
4. Gaging Station E099 in Guaje Canyon on Pueblo property above the confluence of Los

Alamos Canyon (transducer streamflow verification only). Data transmission to the BDD is dependent upon the BDD Board or staff, as appropriate, obtaining an access permit from the Pueblo to receive the data.

ENS Gaging Stations E050.1 and E060.1 will provide primary and secondary streamflow measurement capabilities. They will be equipped with gaging capabilities (streamflow measurement), real-time conveyance of streamflow data (telemetry), and camera capability to act as a visual verification. Streamflow at Gaging Stations E050.1 and E060.1 is measured within a concrete trapezoidal supercritical-flow flume design. The system is capable of a low-flow discharge measurement of 5 cfs.

Secondary streamflow indication at Gaging Stations E050.1 and E060.1 consist of a visual (camera) to confirm streamflows. Gaging Station E099 provides primary streamflow measurement only. EM-LA is responsible for operating and maintaining the streamflow indication equipment at these stations.

Should force majeure destroy or render inoperable some or all of the identified ENS stations, or if operational costs become excessive for some or all of the identified stations, EM-LA may utilize alternative cost-effective techniques to provide the BDD staff with equivalent streamflow data to meet the objective of the ENS.

The Parties will continue discussing installation of a real-time streamflow gaging station near the confluence of Los Alamos Canyon and the Rio Grande. The Parties intend: (1) to work in an expeditious manner to obtain the requisite approvals and install this gaging station; (2) for EM-LA to design and install this station within six months of its approval by the Pueblo; and (3) for EM-LA to operate and maintain this station after the installation for the duration of this MOU. After the new gaging station has been operational and functioning as intended for one full calendar year, and discussed at the subsequent Annual Review, EM-LA will remove Gaging Station E062 from the ENS after providing 60 days notice to the BDD Board.

The Parties will engage with the Pueblo and seek the requisite approvals for this new gaging station, and permission for data transmittals from the new gaging station and Gaging Station E099.

### **E.3 Rio Grande at BDD Intake Sampling Program**

The purpose of the BDD Intake Sampling Program is to provide both base-flow and event-based sampling of the Rio Grande at the BDD Intake when triggered by notification of streamflow in Los Alamos and/or Pueblo Canyons (or as determined by the BDD Board for the purpose of water quality sampling of the Rio Grande) to decide whether to cease diversion from the Rio Grande.

EM-LA will pay up to \$96,000 via grant in sampling and analytical costs per year for each year under this MOU toward the BDD Intake Sampling Program. The BDD Board is responsible for: (1) any additional sampling and analytical costs; and (2) all maintenance, inspection, and repair of the sampling station located at the BDD intake. To obtain this grant, the BDD Board will submit the requisite grant application each year.

### **E.4 Analysis**

The BDD staff will evaluate the BDD Intake Sampling Program results and determine the

operational parameters or criteria on whether or when to cease diverting waters from the Rio Grande.

#### **E.5 Document Sharing**

EM-LA will copy the BDD Board on EM-LA's submission to the New Mexico Environment Department (NMED) of the following documents: (1) the annual Monitoring Plan for Los Alamos/Pueblo Watershed Sediment Transport Mitigation Project; and (2) the annual Monitoring Report for Los Alamos/Pueblo Watershed Sediment Transport Mitigation Project. EM-LA will also copy the BDD Board on correspondence from EM-LA to NMED regarding this plan and report.

The BDD Board will provide EM-LA with: (1) the results of all sampling and analysis conducted as part of the BDD Intake Sampling Program at the BDD Intake; (2) an annual report of all instances in which the BDD received notification from the ENS over the previous year (ENS Diversion Report), with such report to be provided to EM-LA at the Annual Review under Section H of the following calendar year; and (3) all records required to be made available consistent with requirements specified in the grant.

The ENS Diversion Report will specify, at a minimum: (1) which ENS notifications resulted in cessation of diversions from the Rio Grande; and (2) when such diversion cessations occurred.

#### **F. BDD Project Data Sharing**

EM-LA and its contractors will provide real-time streamflow data and visual verification data from the ENS gaging stations to the BDD, as specified in Section E.2. Analytical results from the BDD intake will be made available to both the BDD Board and EM-LA via the Intellus database.

The BDD Board will make records available to EM-LA consistent with requirements specified in the grant.

Stormwater quality data obtained at Gaging Stations E050.1 and E060.1 will be made available to the BDD Board via the Intellus database and will be included in the annual report specified in Section E.5.

The BDD Board will rely on NMED's stormwater sampling station at E110 for purposes of evaluating water quality in lower Los Alamos Canyon.

#### **G. Coordination**

EM-LA and the BDD Board will coordinate and consult, as necessary, with the Pueblo on issues related to this MOU in which the Pueblo has an interest.

Coordination between the Parties will be to the mutual benefit of both Parties and will include data sharing (as above), technical assistance, and data and analysis reviews. Both Parties should allow at least one week for response when requesting technical assistance or data and for analysis reviews.

#### **H. Annual Review**

BDD staff (and BDD's contractors) and EM-LA staff (and EM-LA's contractor) will meet annually to review: (1) the ENS, including the ENS Diversion Report; (2) BDD operations and sampling

**EM-LA/BDD Board Memorandum of Understanding  
2022-2024**

programs, including the BDD Intake Sampling Program results under Section E.4 for the prior year; (3) reduction of the grant amount under Section E.3; and (4) EM-LA's Los Alamos/Pueblo Watershed Sediment Transport Mitigation Project.

**I. Contacts**

Notices, correspondence, and communications arising under this MOU will be provided to the representatives listed below. Any such notice, correspondence, or communication is deemed to have been given if mailed (return receipt requested), hand-delivered, or emailed as follows:

- **EM-LA**  
Michael Mikolanis  
Manager  
U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office  
1200 Trinity Drive, Suite 400  
Los Alamos, NM 87544  
Email: michael.mikolanis@em.doe.gov

With copy to:

John Evans  
EM-LA Counsel  
U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office  
1200 Trinity Drive, Suite 400  
Los Alamos, NM 87544  
Email: john.h.evans@em.doe.gov

- **BDD Board**  
Rick Carpenter  
BDD Facility Manager  
Buckman Direct Diversion  
341 Caja De Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@santafenm.gov

With copy to:

BDD Board Counsel  
Nancy Long  
Long, Komer & Associates  
2200 Brothers Road  
P.O. Box 5098  
Santa Fe, NM 87502  
Email: nancy@longkomer.com

**J. Period of Agreement, Modification, or Termination**

This MOU is effective upon the signature of both Parties and expires on December 10, 2024, unless both Parties agree to extend this MOU for an optional three-year period. The Parties may modify this MOU by written amendment. Either Party may unilaterally terminate this MOU before the expiration date, provided the Party seeking termination gives written notice to the other Party's representative at least 90 days before the termination date.

**K. Dispute Resolution**

If the Parties disagree over any issue related to this MOU, representatives of the Parties will present their position in writing to the points of contact for the other Party. If the Parties fail to resolve their differences within 30 days, the BDD Project Facility Manager and the EM-LA Manager will prepare a written description of the dispute. The BDD Board Chair and the EM-LA Manager, along with appropriate staff, will then meet in an effort to resolve the dispute.

**L. Other Provisions**

1. Nothing in this MOU is intended to conflict with requirements of the Parties or applicable laws. Any such conflicting terms are invalid, but the remainder of this MOU remains in effect. If a term is deemed invalid, the Parties will take appropriate action, including amendment or termination. The activities described in this MOU are consistent with, and will be carried out subject to, all known policies, regulations, and applicable laws that pertain to the Parties.
2. This MOU in no way restricts the Parties from participating in any activity with other public or private agencies, organizations, or individuals.
3. Activities described in this MOU are subject to the availability of appropriated funds.
4. This MOU is not: (a) a financial obligation that serves as a basis for expenditures; and (b) a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. No provision in this MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.
5. This MOU is not legally enforceable and will not be construed to create any legal obligation on the part of either Party. This MOU will not be construed to provide a private right, or cause of action, for or by any person or entity.

**M. Signatures**

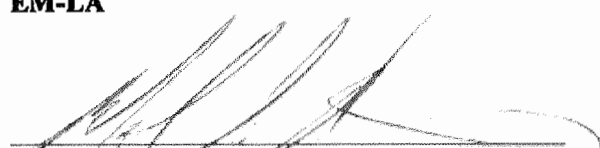
Each of the BDD Board and EM-LA has caused this MOU to be executed and delivered by its duly authorized representatives as of the date below.

**BDD Board**

\_\_\_\_\_  
Anna Hansen, BDD Board Chair

\_\_\_\_\_  
Date

**EM-LA**

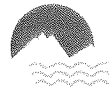
  
\_\_\_\_\_  
Michael Mikolanis, Manager  
Environmental Management, Los Alamos Field Office

  
\_\_\_\_\_  
Date





# Memorandum



**Buckman Direct Diversion**

**Date:** February 3, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Nancy R. Long  
**Subject:** Election of Chair and Vice Chair

---

**ITEM AND ISSUE:**

Election of Chair and Vice Chair to the Buckman Direct Diversion Board (“Board”).

**BACKGROUND AND SUMMARY:**

The Joint Powers Agreement between the City and the County establishing the Buckman Direct Diversion Board provides that the Board shall annually elect a Chairperson and a Chairperson Pro-Tempore (Vice Chair).

The Rules of Order for the Board regarding the election of the Chair and Vice Chair provide as follows:

During the February meeting of each year, or as soon thereafter as possible a Chair and Vice-Chair of the Board shall be elected. The Chair position shall rotate between a City and County member each year. The Vice-Chair shall be elected from the opposite entity. Elections shall also be held when required to fill any vacancy that occurs in the Chair or Vice-Chair position.

Since the Chair elected at the last election was a County Commissioner, the Chair to be elected at this meeting, shall be a City Councilor and the Vice-Chair shall be a County Commissioner.

**ACTION REQUESTED:**

It is recommended that the Board elect its officers for the next term.



**MINUTES OF THE**  
**THE CITY OF SANTA FE & SANTA FE COUNTY**  
**BUCKMAN DIRECT DIVERSION BOARD MEETING**

**January 6, 2022**

**1. CALL TO ORDER**

This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Chair Anna Hansen at approximately 4:20 p.m.

In accordance with the Public Health Emergency Order issued by the State of New Mexico, and pursuant to the New Mexico Attorney General's Open Government Division Advisory during COVID-19, public entities are authorized to conduct virtual meetings. All votes were conducted by roll call.

[For clarity purposes, repetitive identification and confirmations of those on the line and their audibility have been eliminated and/or condensed in this transcript.]

**2. ROLL CALL:** Roll was called and a quorum was present as shown:

**BDD Board Members Present:**

Commissioner Anna Hansen, Chair  
Councilor Carol Romero-Wirth  
Commissioner Anna Hamilton  
Councilor Renee Villarreal  
J.C. Helms, Citizen Member  
Tom Egelhoff, Las Campanas [non-voting]

**Member(s) Excused:**

None

**BDD Board Alternates(s) Present:**

Peter Ives, Community Alternate

**Others Present:**

Rick Carpenter, BDD Facilities Manager  
Nancy Long, BDD Legal Counsel  
Kyle Harwood, BDD Legal Counsel  
Bernardine Padilla, BDD Public Relations Coordinator  
Jamie-Rae Diaz, City Administrative Assistant  
Antoinette Armijo-Rougemont, BDD Financial Manager  
Monique Maes, City Finance  
Jesse Roach, City Water Division Director  
Marcos Martinez, City Assistant Attorney  
Jay Lazarus, Glorieta Geoscience  
James Bearzi, Glorieta Geoscience  
Mary McCoy, City Finance Department Director

### 3. APPROVAL OF AGENDA

CHAIR HANSEN: There is one change requested by Councilor Villarreal and that is to move item 9.d, consideration and possible action on the MOU, up to right after the approval of the minutes so that she can hear part of this discussion.

Are there any other changes from staff?

RICK CARPENTER (Facilities Manager): Madam Chair, staff has no further changes. There were no changes to the published agenda.

Councilor Villarreal moved to approve the agenda as amended. Commissioner Hamilton and Councilor Romero-Wirth seconded. The motion passed by unanimous [5-0] roll call vote.

### 4. MATTERS FROM THE PUBLIC

CHAIR HANSEN: Jamie-Rae, is there anybody from the public who wishes to speak?

JAMIE-RAE DIAZ (Administrative Assistant): Madam Chair, there are some attendees in the attendees section but no one reached out to me to speak tonight. However, I received a public comment on item 9.b and I'll read that into the record: This is by Maria Shook. The comment is, There should be no limitation for public attendance. This is the prime reason planning commissions and governing bodies get away with passing illegal items. They are not held accountable for public presence.

CHAIR HANSEN: Okay, any other comments?

MS DIAZ: There are no other hands up in the attendee section for public comment.

CHAIR HANSEN: Okay, hearing none, I will close matters of the public and move on.

### 5. APPROVAL OF CONSENT AGENDA

#### 8. ACTION ITEM: CONSENT

- a. **Request for Approval of annual payment to the Bureau of Land Management in the amount of \$68,034.50 for right-of-way rental fees**

CHAIR HANSEN: There is only one item on the consent agenda. It is a reoccurring item and I'm just going to let Councilor Villarreal know that this a request for an annual payment to BLM in the amount of \$68,000 for right-of-way and rental fee for the Buckman. It's a reoccurring expense we have every year. So with that, what's the pleasure of the Board?

COUNCILOR VILLARREAL: Move to approve the Consent Agenda.

MEMBER HELMS: Second.

CHAIR HANSEN: I have a motion from Councilor Villarreal and a second from J.C. Helms. Can we have a roll call vote.

**The motion passed by unanimous [5-0] roll call vote.**

**6. APPROVAL OF MINUTES**

**a. December 2, 2021 Buckman Direct Diversion Board Meeting**

CHAIR HANSEN: I want to read into the record for the statement from the Chairperson for the minutes. Also, I will state for the record and our minutes that the only matter discussed during our executive session of our last Board meeting on December 2, 2021 was the matter as stated in the motion to go into executive session and no action was taken.

I would like to know if there are any changes or corrections to the minutes by anybody. If not, what's the pleasure of the Board?

MEMBER HELMS: Move to approve.

CHAIR HAMILTON: Second.

CHAIR HANSEN: Including the statement that I just read into the record?

MEMBER HELMS: Yes.

CHAIR HAMILTON: Yes.

CHAIR HANSEN: Thank you.

**The motion passed by 4-0 roll call vote with Councilor Villarreal abstaining.**

**9. ACTION ITEMS: DISCUSSION AND ACTION**

**d. Consideration and Possible Action on 2022 MOU between the US DOE, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons**

MR. CARPENTER: Madam Chair, thank you. I am pleased that there's been a lot of work to get to the point where we're at especially in the last couple of days. But I think the MOU is really shaping up to be an improvement over previous versions and I think that Mr. Harwood would like to summarize some of the larger points.

KYLE HARWOOD (BDD Counsel): Thank you, Mr. Carpenter. Good afternoon, Madam Chair, and members of the Board including the wonderful new members who are joining us. It's as Commissioner Hansen and Rick have indicated this has been a long road. I'll just provide a couple of sentences of overview for those of you who may not be remembering. But we have had a series of memorandums of agreement with Los Alamos National Labs as it relates to the Los Alamos Pueblo Canyon system that drains about half of the LANL campus to the Rio Grande upstream of the Buckman Direct Diversion project intake. Those MOUs have historically addressed two main pillars of our relationship with LANL. One is the installation, management and operation of an early notification system. That early notification system is designed to give the operators at the water treatment plant notice of when there is stormwater discharging from LA Pueblo Canyon. We understand that there is a long history of legacy contaminants in LA Pueblo Canyon that get mobilized with rain and snow events as well as monsoon summer events and the precautionary principle that has been adopted since the initiation of the project is when we get the notification, we shut down diversions and

let that particular slug of contaminated sediment laden water pass by the intake without it being diverted and then to restart the diversion after that has passed. The second major pillar of the MOU has been a \$96,600 grant to the BDD to support the processing of water quality samples at the intake so that we can understand and characterize the contaminant flow in the Rio Grande both from LA Pueblo Canyon but also from locations further up stream.

We are currently operating on the fourth year of the third three-year MOU. We have extended this agreement twice. Once to the end of last year and then again until the second week of February with the intent of having both the Board and LANL sign as Commissioner Hansen described it the 2022 MOU.

We're looking at, as Rick indicated, some improvements over prior year MOUs. The main one being that with the input of our very capable technical advisors we've got to find a new flow monitoring station much lower in LA Pueblo Canyon, actually immediately upstream of the confluence of the Rio Grande and LA Pueblo Canyon arroyo that we feel will give us much better fidelity on when there are actual stormwater flows hitting the Rio Grande. There's been quite a lot of wordsmithing. Most of it improving clarity of the MOU which is why you do not have a formal redline to the existing agreement to the new one because it looks a little messy. The packet materials provided have the 2017 MOU and kind of an earlier draft. We've been working very hard through the holidays and since returning from holidays to get this as close as we can to a consensus draft that we are hoping can come back in February – perhaps even on the consent agenda for finalization before we time-out of our existing extension.

Before I turn to the details of where we are in the negotiations, this is sort of a briefing for the Board and we're obviously looking for feedback so that we can close this item out and bring it back to the Board next month for execution.

So before I get into the details, perhaps it's appropriate to stop there because I've talked for about couple minutes and see if there's any questions about where we are or where we're going.

CHAIR HANSEN: Kyle, I'm going to say a few words because I have been working very closely with Kyle and Rick and James on this. We have made a tremendous amount of progress. This afternoon I spent some time speaking with Michael Mikolanis who is the new EM director and he has been working with us to get this over the finish line. We had a few sticking points between Kyle and their attorney that we were able to resolve on the phone. And we are adding a few more things into it that I discussed with Mr. Mikolanis so that this is really one of the better MOUs that we have had in many, many years. There were just some sticking points between attorneys and I think between myself and the Environmental Manager we were able to resolve some of those and he has directed his attorney to go back and work with Kyle and get those items straightened out.

I also realize that there was a section crossed out at the very end about unless both parties agree to extend this MOU for an optional three years. That was in the previous agreement and Mr. Mikolanis agreed to put it in again so that we don't lose that. And he said that it probably just got taken out by his attorney but he understood that that was a much better option. And I will chime in with anything that Kyle wants to also talk about but during my conversation with him there was some concern about the E062 leaving this one monitoring station up at the top of LA Canyon, I believe it by the confluent and he

agreed to leave that in for a year until we know that the new station is actually working and I explained to him why we wanted this in as soon as possible. They don't want the six month agreement in there but they are willing – Mr. Mikolanis is from South Carolina and he didn't understand that we had a monsoon season here and that the early notification was really important to be installed before the monsoon season started. I explained that to him and he agreed that they would work on that and that they didn't want to be just held to a specific date – if it took seven months or it took four months – but that he promised me that he would work judiciously to get the station in. In December, myself and Kyle and James and Rick met with EM and San I at the site where the new monitoring station is going to go and I felt like it was a very positive meeting with San I and then we attended their council meeting and I wanted to make sure that this MOU and the agreement with San I and I shared that with Mr. Mikolanis and he agreed and thought that was a good idea. So I think a lot of the small really subtle points that we had been trying to resolve are now very close to being done and we will have an MOU by the next Board meeting.

I'll turn it back over to you and Kyle and James.

MR. HARWOOD: Thank you very much, Madam Chair. With that preamble, you don't leave much for me to do, Commissioner, but what I will propose to do now, unless there are any general comments or questions about where we are, I will go ahead and turn quickly now to the details some of which have already been covered. Hopefully, you can all see my screen.

This is the version that is in your packet. Obviously, the cover memo is a little thin because it's been a reoccurring item for this Board over the last couple of months. But turning now to the new proposed 2022 MOU with LANL. Obviously, we have the description of the parties, obviously, the background provides the context for this –

COUNCILOR ROMERO-WIRTH: Madam Chair and Kyle.

MR. HARWOOD: Yes, ma'am.

COUNCILOR ROMERO-WIRTH: We have two things in our packet. One says, LANL MOU final and the one says MOU version for January. I assume you're looking at the final, yes?

MR. HARWOOD: So what I think is in your packet –

CHAIR HANSEN: We have two copies in our packet.

MR. HARWOOD: Right, so what I'm showing is the first January XX 2022 which is the current draft future MOU and then what should begin on page 8 of your packet is the current 2017 MOU. Is that what you have?

COUNCILOR ROMERO-WIRTH: I don't know. We have two – it says 2021, 12/28, BDD LANL MOU version for January BDD packet. I assume given what we've heard about the developments this afternoon that the one we should be looking at is 2017, 11/20 BDD LANL final. But I guess we'll just watch what you've got and maybe somebody can let us know which of these versions is the correct one?

CHAIR HANSEN: I think that Kyle has up the one – the first one in the packet where it says January XX 2022 at the top.

COUNCILOR ROMERO-WIRTH: I don't have that one.

CHAIR HANSEN: I'm looking at the hard copy.

MR. HARWOOD: Does it look like this Councilor Romero-Wirth? Does it have this heading?



COUNCILOR ROMERO-WIRTH: No, it doesn't – the thing in the left-hand corner, January XX 2022, it does not have that.

COUNCILOR VILLARREAL: Madam Chair, actually this version that we're looking at is in the packet material.

COUNCILOR ROMERO-WIRTH: And which one is it?

COUNCILOR VILLARREAL: The one we're seeing on the screen, the 2021 –

MR. HARWOOD: Yes, I think that's right, thank you, Councilor Villarreal. And then the one that is dated 2017, Councilor Romero-Wirth is the current one that we have extended twice. It's the 2017 final.

COUNCILOR ROMERO-WIRTH: Okay, thank you.

MR. HARWOOD: Thank you and I'm sorry for any confusion. The one proposed for execution going forward is the one that has this header with the January XX 2022 on the top of it. With your indulgence, I won't spend any time on the background or the objectives. The objectives have been slightly rewritten for clarity but not any major conceptual changes. Obviously, the description of the authorities is the basis upon which the two entities can enter into this MOU. When we get into Section E which is the agreement principles we first cite the agreements with the Pueblo of San Ildefonso which for those of you who are not familiar with this section of world, the lower LA Pueblo Canyon watershed is pueblo land so we are hosted on their property for what is going to quickly become the new gaging station that I'm going to be discussing. So here's a rough description of the existing system: we have a set of gaging stations well up in the watershed some distance from the river and then we describe those gaging stations. The real advantage, and bear in mind that this is a little dated from some of the negotiations that Commissioner Hansen has shared with everybody but the real leap forward that we're taking in this new MOU is a new station down in the immediate vicinity of the confluence. It's actually right there where Otowi Bridge crosses the river, the LA Canyon drainage is entering the Rio Grande just immediately downstream on the south side of the highway and the proposal that Commissioner Hansen presented, the proposal that was also briefed to the San Ildefonso Pueblo Council last week, during the holiday week, was well received. There's some paperwork to approach with them to get this approved but the theory here is that we're going to go ahead and have a new gage installed to give the BDD operators better fidelity, as I said, on when streamflow through this LA Pueblo Canyon is actually reaching the river.

We have requested, as Commissioner Hansen indicated, that LANL commit to getting this new gage installed within six months. We're, as Commissioner Hansen relayed, we are still sort of working on the exact articulation of this hoped for deadline by which the gage would be installed and the diversion that comes to in February will reflect that conversation that's been happening even as late as a couple of hours ago. We have got commitments from LANL that the EO62 gage which is much higher up in the system, we've agreed that that should be and can be decommissioned when we know that the new gage is functioning as designed. So we are hoping that through a process where the technical staff can, by consensus of both parties, agrees that the new gage is working as designed, that that EO62 gage can be decommissioned. That's very important for LANL and one of the negotiating points. So it is different from the language here. This language contemplated a full amendment to this agreement and I believe at this point we're

recommending that the process be a little more informal but with the consensus of the technical staff from LANL and the Board.

I'll just keep going. Another big issue has been this \$96,600 grant. This is monies that the BDD project uses to do sampling at the BDD intake. This is part of a package of changes. This is a very important one to the Board. This is federal grant funding to support important sampling. We've had quite a lot of discussion about document sharing between the two entities. We used to have a lot more document sharing related to an annual meeting. The most current MOU removed the annual meeting process. This MOU is adding back in an annual meeting process and we're quite hopeful that reinitiating the annual meeting process between the staffs will really help with document exchange so that we're understanding LANL's data collection and reporting and they can understand better how the project operates and the issues that are important to the project.

We had initially requested some customized reporting of LANL reports, we've now moved off of that request and are going to be accessing those reports through the common database now that some of those issues have been sort of facilitated between the two parties. There is a little bit of a typo here, I apologize. But this sentence will probably be rewritten to be a little clearer. There was an earlier phase in the negotiations where we – what happens right now is that DOE requests LANL fund some of the stormwater sampling that happens up in the upper canyon and we kind of rely on that sampling effort and so does NMED. We had an earlier position that so long as they do fund those sampling efforts we'll rely on them and if they stop funding NMED, we would ask the lab to substitute their own funding for it. We've sort of moved off of that position. We're developing a stronger relationship with NMED that they will continue to request it and our working understanding is that LANL will fund it. So we're sort of articulating our reliance on that and we'll be asking for some clarification from NMED in a separate process that they will continue to make this a priority as they have.

Lastly, we've got the reinstitution of an annual review meeting process. This is starting to articulate some of the standard agenda items that will be at this meeting. This list will get a little longer based on some other edits that we've been doing this past week or two. This is a list of the standard agenda topics. And my proposal to the Board is that Rick and I would come ahead of the annual meeting and brief the Board on what the agenda topics are and make sure we get guidance from the Board on what questions and issues you want to make sure are addressed during the annual meeting and we would come back after the annual meeting and report out the results of the meeting so that you have good visibility on this relationship going forward.

We've updated some of the client contacts. As many of you know, I work under a subcontract with Nancy, so we've gone ahead and listed her as the Board's general counsel as we have in the past. It's been drafted for execution by the Board chair on our side and Mr. Mikolanis for the Environmental Management side at LANL.

I hope – I know that's a rather rapid review of the number of edits. I apologize if I lost anybody going through it that quickly.

CHAIR HANSEN: So before I call on Councilor Villarreal, I also ran this by Mr. Mikolanis that we add a sentence to the MOU that highlights and recognizes that the early notification system is a shared goal of both the Board and LANL and that the Board and ENS provide front line notification of changes to Rio Grande water quality so

that we can turn off diversions at the river when Los Alamos and Pueblo Canyon is discharging to the Rio Grande. I think this is implicated in the new MOU and all and previous MOUs but I would like to have it clearly stated as a principle and he agreed to that and then also the 2017 MOU had a sentence that I mentioned earlier about being able to extend the contract for up to three years by mutual agreement and he agreed to that also. And I will go to you Councilor Villarreal because I know you're on a timeline.

COUNCILOR VILLARREAL: Thank you, Madam Chair, and it's great to be on this Board to be working with my colleagues and the BDD staff. And I'm excited to learn a lot more. I know some things but there's probably a lot more that I need to be updated on. I just wanted to thank you all – I actually read the minutes and they were very helpful to get me in tune with what this agreement was about and some of the concerns and questions especially as it related to sampling so that was super helpful.

I have to run off to a doctor's appointment that was scheduled a long time ago. I don't have any questions. I was just assuming that all of the highlighted sections of the document are the areas that we modified and have been in discussion and so assuming we'll get that updated final version next month, I think the only other question I had is kind of random but at the end it says this MOU is not legally enforceable and I didn't understand that. I thought that MOUs were legally enforceable.

MR. HARWOOD: The format that we have used for this MOU, Councilor Villarreal since inception is that this is not a contract, it's not a settlement agreement, it's not a consent order, it's not a stipulation. It is essentially a written document evidencing an informal relationship between two neighbors. So that is language that has been in there since the beginning and that is the kind of MOU this is. Certain MOUs can have enforceability provisions. This one does not. So it fits into a slightly different box that in the federal world, sort of speak, and we have been fortunate enough to have good working relations with LANL and a lot of visibility with the federal and state delegations on this relationship such that its lack of formal enforceability has not been a hindrance to us.

COUNCILOR VILLARREAL: Okay, thank you for the clarity on that. Madam Chair, do we need to vote before I leave because I do need to jump off in a minute.

CHAIR HANSEN: Unfortunately, I think that we still have a few more changes to make that's why I had this discussion with Mr. Mikolanis today to make sure that we had just a few more of these final items taken care of. So I think that we will be able to put this on consent as Kyle said at our next meeting or have it on as a discussion item. But most of the things that we have talked about I have to say, Mr. Mikolanis has been very accessible and is very willing to work with us and is trying to build faith which is more than anything that we have had in the past and is very responsive to a number of issues, even some of the issues that I had brought up that happened at the San I council meeting, he agreed with me that that was inappropriate and – so I feel that we are developing, working to develop a trusting relationship but also making sure that it is in this MOU and that we are covered to the best ability that we can.

COUNCILOR VILLARREAL: Thank you, Madam Chair and thank you all for your great work on this and I'll try to jump on the executive session if I'm able to depending on when I get out of this appointment. So blessings to all of you and I'll see you soon.

CHAIR HANSEN: Yes, welcome and thank you for being here.

COUNCILOR VILLARREAL: Thanks, great to be here.

CHAIR HANSEN: Okay, next, did I see your hand raised Commissioner Hamilton?

CHAIR HAMILTON: No, I was waving goodbye. Sorry.

CHAIR HANSEN: Any other questions from the Board? Yes, Mr. Ives.

MR. IVES: Thank you, Madam Chair. Just a couple and I'm looking at E.2, that first portion there where it talks about both the streamflow data and also visual verification. How does the visual verification work?

MR. HARWOOD: We are –

CHAIR HANSEN: From what I understand, the new visual station is a radar station but I will let Kyle and Rick give you a more detailed answer.

MR. HARWOOD: It's a radar station.

MR. IVES: So what is it you're looking at?

MR. CARPENTER: Directly at the ground, counselor Ives, with some degree of coverage over the channel but it will be a directly down pointed radar station.

MR. IVES: So basically, you get a visually of water going through whatever area the camera is picking up?

MR. CARPENTER: Yes, that's what is different about this location because it's so close to the confluence of the Rio Grande. Before, if you'll recall, we were measuring it at 5 cubic feet per second. We're not going to do that anymore. We're just going to say, there's either flow or there isn't flow: it's a flow, no-flow. And probably a lot better indicator of what we need to know.

MR. IVES: Okay. I guess I had always presumed it was a certain amount of flow where the concerns were raised as opposed to any flow or no flow or flow.

MR. CARPENTER: Right, so further up the channel where the E1099 was, the presumption was that 5 cfs at that location would reach the Rio Grande but now we're going to put the station close enough to the Rio Grande where we don't need to measure the actual flow only that it is there or is not there.

MR. IVES: So that paragraph goes on to say that visual verification of stream flow, the BDD at the following gaging station locations to enable BDD staff to make decisions regarding facility operations, including temporarily ceasing diversion of water from the Rio Grande. So what is the protocol there?

MR. CARPENTER: The protocol is that we will get a signal, actually it will be an alarm and we would automatically cease diversions until there is no more flow at that location.

MR. IVES: Interesting. I appreciate that clarity, that's very straightforward. So the real concern obviously is any flow coming into the Rio Grande from that point on Pueblo Canyon.

MR. CARPENTER: Correct.

MR. IVES: Okay. And then the stations that do the stream flow data are actually measuring flow and do they all feed down into that one so that the final visual is basically gives us clear direction in all instances as to what our pathway forward in terms of extraction of water from the Rio Grande.

MR. CARPENTER: It's not a sampling station. It is just a flow monitor.

MR. IVES: Yeah, but everything else flows down through that point.

MR. CARPENTER: Correct, yes. That's the bottleneck and that's why we are happy with that location.

MR. IVES: Got you. In page 4 of 6, E.5, end of the first paragraph it says, "EM-LA will also copy the BDD Board on correspondence from EM-LA to NMED regarding this plan and report," but there are two reports that are referenced above. Should that be expanded to cover both reports or is it meant to be limited to one report or another in which case we may want to specify which.

MR. CARPENTER: I don't know. Mr. Harwood, maybe you want to expand on that.

MR. HARWOOD: I think what you're going to see in the new draft, counselor Ives, is that this topic is largely getting moved to the annual meeting where we can work through the current reports, we can ask questions about them, we can ask for updates too and whatever responses have been received back from NMED and that I believe is going to be one of the changes that you'll see in the next draft. We'll make sure that we get all of our singulars and plurals correct in the final that we bring to you next month.

MR. IVES: My only follow up question is, if we're going to do this at an annual meeting would we want any of that information sooner than an annual meeting if it occurred say in the first month of the following year?

MR. HARWOOD: We haven't prescribed when the annual meeting is going to be. I suspect we will be requesting that the annual meeting for this year happen in the next 90 or 120 days so we can get a good handle on how we're going to function under the new MOU and get things sorted out before our time of greatest concern which is monsoon season. That is, we're all planning on a monsoon; right, hopefully. So what we're basically doing is we are reviewing reports that are being provided by LANL to NMED primarily. So we are kind of feeding into their regular report, comment, review, approval process and the annual meeting will allow us to dialogue with our counterparts at LANL with whatever is then current during the annual meeting but also then to build out a working relationship probably at the technical level to keep up with that regular cycle of reports. And whether we keep the annual meeting kind of in the spring or we move it to the summer or we move it to fall, we've always struggled with whether we should meet ahead of the season or whether we should meet at the end of the season and review what has happened. We'll certainly be coming back to you with updates on how things are unfolding and what we think is working and hopefully our consensus on how to do this. But the annual meeting process I think will play a much bigger part on maintaining an active working relationship with LANL and getting the Board's questions addressed.

MR. IVES: And really I am just an advocate for more communication than less when it comes to that so if there is updates on those reports or information that would be of significance to BDD, I would certainly hope it is being transmitted more frequently than in a final report before the annual meeting.

MR. HARWOOD: Very good. And as I said, we'll schedule the meeting and we'll come to you before it happens and collect a more nuisance direction like this from you all and then we'll report back at the meeting that follows the annual meeting.

CHAIR HANSEN: I guess, Kyle, one of the other sticking points that we were having that Kyle and John were discussing was they also wanted, LANL, wanted to

know when else we close the diversion at other times. And those are reports that we don't do. So they requested so, okay, if you don't do those reports could you at the annual meeting give us a verbal report of telling us what other times you might close the diversion. And I explained to Mr. Mikolanis that a couple of years ago we put up a coffer dam and we closed the diversion or if there is high turbidity in the river we close the diversion. If the water is too low we close the diversion. So you know, I tried to give him some examples of that and he instead of requesting a written report he asked if it could then be part of the annual review so that they could also understand that and his reasoning for it was that they also are looking at data and were just interested in how the Buckman Direct Diversion operated.

Mr. Mikolanis has asked to have a tour of the Buckman Direct Diversion and we did try and schedule that but then he had to leave town, so he has asked again at some point, but I think it now needs to wait until the spring or when it's not quite so cold so that we could show him diversion – he was just interested in how it operated.

MR. IVES: Got you. That was all I had.

CHAIR HANSEN: Okay, are there any other questions from the Board?  
Thank you very much.

## **7. PRESENTATION/INFORMATIONAL ITEMS**

### **a. Monthly Update on BDD Operations**

CHAIR HANSEN: Randy Sugrue, BDD Operations Superintendent, welcome.

MR. CARPENTER: Madam Chair, Randy Sugrue similar to Councilor Villarreal has an appointment so he cannot attend this meeting. I'll cover his report.

There's not a lot of things to update the Board on this time of year. Demand overall is down, around 6 million gallons per day. The BDD is supplying about 70 percent or so of that. Turbidity is very low so that's good. One issue that we have encountered the last couple of weeks is, we do have some icing on the screens at the river in the mornings. We can go down there and knock off the ice or just wait for it to melt but then we have to pump a little harder than we otherwise would but it's not an issue. We are able to deal with it. From an operational perspective this is a pretty easy time of the year.

Mr. Sugrue did provide a short memo that is in your packet and I'm happy to answer any questions that the Board may have.

CHAIR HANSEN: Are there any questions from the Board? Member Ives.

MR. IVES: Thank you, Madam Chair. Just one quick question, Rick. On the front sheet in section one it talks about raw water diversion at 4.46 million gallons per day, drinking water deliveries of 4.27 million gallons a day but indicates that the deliveries to Las Campanas were zero and then it says onsite treated and non-treated storage of 0.19 million gallons per day average. If that's presumably that storage is not accruing it's simply an amount of – on a daily basis you have total storage of 0.19 but if we're diverting the 4.46 everyday does that include then the storage that had been accrued from a prior time or how does that get handled?

MR. CARPENTER: Madam Chair and Councilor Ives, that's a good



question. It depends on how we're operating that day and how the rest of the system is behaving. We can simply pass that water through our system or we can store it. As you are aware, we have quite a lot of storage capability onsite. So it just depends on how in coordination with the rest of our system we choose to operate. It can be passed through or it can be stored. It can be storage from a previous day.

MR. IVES: Yeah, I just wondered if the numbers given if we were storing almost .2 million gallons per day what was happening to that accrued storage because it didn't seem to be reflected in either of the deliveries. I don't know if it is stored before delivery, I would presume.

MR. CARPENTER: Yes, generally that is the case. And we try to keep about 20 million gallons in storage overall in the system. This time of year it doesn't bother us too much because the water is pulled so that's not an issue either. So it's really just how we operate the system overall on any given day.

MR. IVES: I was just thinking the deliveries should maybe be upped by the 0.19 if that's being moved out to allow for additional storage to accrue.

MR. CARPENTER: And that can happen but it doesn't always happen.

MR. IVES: Okay.

CHAIR HANSEN: Thank you very much. Any other questions from the Board? Seeing none, we'll move on.

#### **7. b. Report from the Facilities Manager**

MR. CARPENTER: Thank you, Madam Chair. I don't have a whole lot to report out on. I was going to summarize our activities on LANL and the MOU but we've covered that. We have had a lot of other discussion that [connectivity issues-43 minute in]

MR. HARWOOD: Thank you, Rick. There's one small matter. NMED does this comment cycles that are quite quick and they don't hardly ever match up with the BDD Board packet meeting cycle. So we're aware of another comment deadline next week and we are, with your permission, going to go ahead and submit some comments to the three out of three list process that are consistent with prior Board approved comments. So, again, I apologize for the slight wonkiness of that but I did want to let you know. Our normal process as many of you know is to bring draft comments particularly if they're new topics or new areas and have you sort of approve those before they go in. The nature of this comment cycle has to do with the setting with TMDLs or total maximum daily loads for some of the segments, both the segments of the Rio Grande above Cochiti and one of the stream segments on the Pajarito Plateau running through LANL. So, again, apologies for the wonky cycle of comments and Board packets and meeting schedules but we wanted to let you know unless we hear concerns today that we'll go ahead and submit comments consistent with Board approved comments in the past.

CHAIR HANSEN: Okay, I'm going to go first to Councilor Carol Romero-Wirth.

COUNCILOR ROMERO-WIRTH: Thank you, Madam Chair. Will we and can we get a copy of those comments either by email or in the next Board packet just so we know what you've said.

MR. HARWOOD: Absolutely, Councilor. With your permission – well, let me ask, would you prefer we just send them to the Board directly when submitted or would you prefer to see them as an agenda item?

COUNCILOR ROMERO-WIRTH: I kind of think we should get them when they're submitted.

MR. HARWOOD: Very good. We'll get them out to you expeditiously for your information and if you would like any prior comments also in the same email so you have a sense of the issues, let me go ahead and do that. You cannot read it if you're not interested but if you don't have it, it's probably hard to find.

COUNCILOR ROMERO-WIRTH: I think that's probably a great idea, thank you.

MR. HARWOOD: Very good, we'll make sure we do that. Mr. Bearzi, I think you are – I see you on there, we'll be relying on you to help us do that. Okay. Very good.

CHAIR HANSEN: Thank you.

MR. HARWOOD: Oh, there's James [Bearzi], very good thumbs up, great. Thank you.

CHAIR HANSEN: Nice to see you, James. Yes, I think that's a great idea. Thank you, Councilor Romero-Wirth. Commissioner Hamilton.

CHAIR HAMILTON: Not necessary. That's exactly what I was going to ask.

CHAIR HANSEN: Okay, great. It sounds like we're all on the same page.

COUNCILOR ROMERO-WIRTH: Great minds.

MR. HARWOOD: There you go.

CHAIR HANSEN: I have one question for you, what about an administrative assistant?

MR. CARPENTER: Yes, Madam Chair, thank you for reminding me. We slowed down a little bit over the holiday season. The cycle that we're in right now is that it is actually on my plate to follow up on doing reference checks. That's on my schedule for tomorrow and hopefully we'll be able to start thinking about making an offer very, very soon.

CHAIR HANSEN: Okay, that's great. Thank you. Let's move on.

**c. Update regarding termination of PNM Electric Facilities and Service Agreements for Booster Station 2A and for the Water Treatment Plan effective as of October 9, 2021**

CHAIR HANSEN: Antoinette, nice to see you, welcome.

ANTOINETTE ARMIJO-ROUGEMONT (Accounting Supervisor): Good afternoon, Madam Chair and members of the Board. I have an update for you on the final two agreements with the PNM facilities charges. There were originally four agreements, one for each PNM account at the facility. The first two agreements terminated last year and these are the final two which terminated in October and they are for Booster Station 2A and the main water treatment plant. We will no longer be billed the unused facilities charges as we have paid our investment credit. We estimate that we'll be saying about \$20,000 to

\$30,000 per year. These agreements began on July 1, 2011 and we have no further obligations under these agreements.

CHAIR HANSEN: Thank you, Antoinette. Any questions from the Board? Okay, great, thank you.

**d. Status Update on BDD Audit as prepared by the City of Santa Fe**

CHAIR HANSEN: Welcome, Mary, we are happy to have you here and thank you for taking the time to join us.

MARY MCCOY (City Finance Department Director): Hello all. Thank you for having me, members of the BDD Board. Madam Chair, I have a presentation prepared to give and then we are available to stand for questions as well.

CHAIR HANSEN: Okay.

MS. MCCOY: I will go ahead and share the presentation and I apologize to Councilor Romero-Wirth, this will be the second time that she has heard this presentation because we've also given this update to the finance committee of the governing body. Bear with me, we have quite a lot of slides, about 27 and I'll go ahead and give you the abridged version because I know you have a lot of business to attend to this evening. Our goal is to be able to set a common – a level of common understanding amongst all of our entities that rely on the City of Santa Fe's financials to be completed. We're going to give an overview of the financial audit, fiscal responsibility as well as the City of Santa Fe's financial performance, our ratings and financial facts. We're going to take a bit of a look back in history and former Councilor Ives I am glad to see you on the call today. You'll be very familiar with the fraud risk assessment that was performed while you were still a councilor with the City of Santa Fe. I'm going to update the Board as to our accomplishments in these last few years to give perspective to what has put us in this situation today and all of the hard work that the teams from all the departments including the BDD staff have been working on to get us to the point where we're at today. I'll review a few of the FY challenges that we had with the FY20 audit and review our action plan for the FY21 and FY22 audit as well as give you a detailed look at where we stand now with our audit prep for FY21.

Just a brief overview and I'm sure all of the members are familiar with these terms, but a financial audit differs than fiscal responsibility. A financial audit, of course, is an independent examination of an organization's financial statements to make sure that they are fairly and accurately represented. Whereas, fiscal responsibility is a government pursuit to have essentially a balance budget at the end of the day. What is financial performance and our financial health to review the financial performance of an organization is to review the statement of net position and whether or not the City in our case, net position has improved overtime or if it's declining over time. So to give you a little bit of an overview of what the City's net position we use year to year comparisons for this. Our net position actually increased from FY19 to FY20 by \$13.6 million. This covers our governmental activities which are the funds such as the general fund that capture all of our fire and public safety or internal service type functions to our business type activities which are all of our enterprise including, for example, water, wastewater, environmental services. Here's a brief overview of the financial audit opinions, again, given that our audit is presented to you on an annual basis as well you'll be very familiar with the different types of audit opinions. The City of

Santa Fe had an unmodified opinion which is here in green. This is the best opinion out of the four different types of opinions. There's also a modified opinion that falls under three different categories, qualified opinion, adverse opinion or disclaimer of opinion which is the worst. So we definitely want to point out that the City has had an unmodified opinion meaning our financial statements are accurately represented.

When we combine the financial audit opinion as well as the financial results we're able to understand where we fall in this four – if we break it into a four box matrix. Right now where the City is falling is the fact that we have an unmodified opinion and improving that position so that's the best option that we have out of this four box matrix. As recently, and just remind the members of the Board, as recently as fiscal year 17 the City had a qualified opinion which is again not -- one of the less desirable outcomes so a lot of work for fiscal year 18, 19 and 20 has gone into ensuring that we would be able to maintain an unmodified opinion with improving financial results.

Most recently the Fitch and Standard & Poor's, which are two independent rating agencies have affirmed the City of Santa Fe's AA+ and AA rating and included a stable outlook for the City of Santa Fe. This is very important because these two ratings – independent rating agencies review our financials and then confirm to the public and any stakeholder what they are reviewing in terms of our financial statements or financial results is positive and is stable. They have cited that the City's strong budget management and our proactive fiscal management through the pandemic were part of their excellent ratings.

Slide number 8 just has a few quotes from both Fitch and S&P about the City's strong budget management as demonstrated by our efforts to maintain sustainability in anticipation of our pandemic induced revenue pressures and our significant restructuring of our operations during the pandemic.

Moving on, we went through this rating agency in order to be able to refinance our subordinate lien GRT revenue. So the City was able to in the fall sell \$13.5 million of our subordinate lien GRT revenue and in doing so we were able to save taxpayers about \$1.3 million.

The next few slides contain financial facts about how complicated our financial structure is, just to be able to put into perspective the size of the City and the complexity of our operations. So the City of Santa Fe has under outstanding debt of over \$200 million. Out of this outstanding governmental activity we have about \$80 million in debt backed by GRT revenue and lodger's tax close to \$600,000 in outstanding revenue back by loans and close to \$20 million in outstanding property tax supported by a general obligation debt. In addition, we have about close to \$100 million in bonds that's backed by a specific operational revenue sources so this could be anything from our enterprise, for example, water and wastewater debt.

Moving on, I'll just continue on forward to review our capital asset administration, this is significant and this is nothing new to the Buckman as you all have additionally significant capital assets. For the City of Santa Fe we have \$700 million both in our governmental and our business type activities. This is for the fiscal year ending June 30, 2020. These capital assets include everything from land and buildings to vehicles and parking facilities. In FY20 are construction and progress across all different City facilities totaled close to \$40 million, again, both in governmental and business type funds and this covers everything from street paving to building renovations and even our traffic calming

projects. So, again, a significant amount both when we talk about our outstanding debt that we have to actively manage as well as our outstanding capital assets.

Again, this is a look back and this will be familiar as well because this made front page of the newspaper several times in 2017. The McHard Accounting firm was hired to do a fraud risk assessment that identified extremely high risk of fraud for the City of Santa Fe. We have categorized the three main problem areas for that fraud risk assessment which was about 40 pages into three main areas: a failure of our internal audit function and external audit functions as well as a lack of internal controls. So over the series of the next slides I'll go ahead and review what the problems were and what the City has done over the last few years to correct those problems.

The McHard Accounting firm in its recommendations on how to correct for the high risk of fraud did make these two important points: that the City had to prioritize recommendations in their report to implement them in a logical, meaningful and cost effective way. In order to implement too many recommendations all at once, but less all of the recommendations simultaneously, McHard report stated would doom the City to failure of our efforts. So we've really taken this to heart and been able to prioritize over the last few years what recommendations we carry forward and prioritized. Here we have one of the main problems identified in the McHard report as the internal auditors office failed to uncover or address many obvious issues over the years. Our internal auditors also failed to note the issues and the internal audit function, which was internal to the City staff, was not particularly effective. So in response to that problem identified, the City outsourced our internal audit functions to an accounting firm with appropriate experience and certifications to comply with our internal audit standards and the City's ordinance including a peer review process. In 2018, the City performed a risk assessment again it was outsourced audit function and now in 2022 we're getting ready to perform another risk assessment. The internal audits that have performed since the 2017 McHard report include the ones that are listed here to for the four fiscal years since the McHard report.

Improvements with our financial audits: the McHard report identified that while the City of Santa Fe changed audit firms from one audit firm to the next so we were technically in compliance with the State auditor's audit rules, some members of the audit team did not change. They actually stayed on the City of Santa Fe's financial statement audit engagements by moving from firm to firm. So individual members of the City's audit team remained the same for many years. According McHard accounting firm that led to a level of familiarity and complacency that may result in missed findings. And, again, as I mentioned earlier, as recently as FY17, the City had a qualified adverse opinion in our financial statements. So since then, the City has issued an RFP, it's a competitive bid process for audit services and has awarded the City's audit contract to CliftonLarsonAllen. The City has also performed other audits including an audit conducted by the IRS in the calendar year 2016 and 2017, our lodgers tax audit as well as a performance audit of the police department which was performed by an outside organization called the Police Foundation. So we're moving forward and continuing on with multiple different types of audits.

The last major problem which covers a significant area were problems with the lack of internal controls as identified by the McHard accounting team which was due to a series of issues including an antiquated accounting system, lack of control over computer access rates, a lack of financial and other written policies and procedures and employees who had

no training for their jobs. So the City's number one priority to be able to respond to the McHard report's assessment to a lack of internal controls was to implement a new enterprise system called Tyler Munis Financial and Human Capital Management System. We implemented this modern accounting system before, as many of you will remember, we were on a green screen, it was a home built system built back in the late 1990s and so it took a major initiative to be able to implement this modern new accounting system primarily to be able to move away from our antiquated internal controls.

CHAIR HANSEN: Mary.

MS. MCCOY: Yes.

CHAIR HANSEN: We appreciate all of this but really one of the things that we are really concerned about is and as it is 5:30 – we wanted an explanation of why the audits are late and what we can do at BDD to get our part of the audit done on time. We don't like having our audits late and so, is there a way that you can help us get our cash balances on time so we don't have to have a late audit? That is our concern.

MS. MCCOY: Okay, great. I can go ahead and we can provide you this presentation that identifies all of the corrective action that we have taken in the last few years to be able to get us to having a more robust accounting system to be able to have a new staff with different types of certifications, to be able to have updated policies and procedures all which do lead us to making efforts to having an on time audit. Developing trainings for our staff so that they are able to manage the reconciliation process, to be able to manage the functions within our Tyler Munis system – all of these improvements do lead up to having an on time audit to be able to address the concerns that you have identified, Chairwoman Hansen. I'll go ahead and just move forward through some of the challenges we had in FY20 which led to our late audit in FY20 including turnover in key positions, and having other priorities that took precedence in the middle of the pandemic like processing our Cares Act money. At this point, we have identified five key steps in our action plan including hiring an audit coordinator who will be responsible for coordinating onsite both with City staff, BDD staff and all department staff to prepare for our – for all of the deliverables that need to submit to our auditors. We have formed a special focused audit team for both FY21 and FY22 audits including staff from all of our different departments. We are also working with four different accounting firms to assist us to be able to get your cash balances very quickly and we are also – just a reminder that we're continuing to fill our critical positions across all city departments including the finance department that has about 20 critical positions that are still vacant. We are also conducting an independent review to assess our systems, processes and structures involved in our annual closed process in our audit preparation to ensure that we're taking the appropriate corrective action so our audit is not late in the future.

The audit status which is, Chairwoman, what you were requesting from this presentation, this slide gives you a highlight of all of the items that have been completed in our closed process – everything from deliverables from budget and procurement and payroll to a preliminary reconciliation of our investment, bank accounts of all of our workman's comp, general liability, you know, of all of our revenues, revenues from our central revenues like gross receipts taxes as well as the revenues coming in to environmental services and we're happy to report that thanks to Antoinette and your team, that we did receive a little while ago the BDD did submit the March through June 2021 billing to the Public Utilities Department so we're able to process that billing as part of our year end closed process. So

all of this is what our teams have been working on to be able to move forward towards submitting our trial balance to the auditors. Continued, we have reconciliations about 5,000 accounts across all 70 City departments that are underway and these major accounts that are listed on page 25. And moving forward, what the status update is what are our next steps are is through the month of January to March of the current year we're going to continue our reconciliations and correcting journal entries that we may have, for example, taking the billings from BDD and being able to post them to our Public Utilities Department and correcting and reducing the severity of our findings from last year and in addition, as I mentioned earlier, conducting our independent assessment and implementing any recommendations to ensure that we are on time with our FY22 audit.

Our goal is to produce a trial balance in our schedule of expenditures of federal awards by March 31<sup>st</sup>. This will produce our trial balance and allow cash to be reconciled which is what we will turn over to the auditors which will allow the auditors to begin to commence the audits both with BDD as well the City. So the April 1<sup>st</sup> is the target date for our external auditors to start the audit and we, in coordination with CLA we have set a target date for them to complete the audit of June 30<sup>th</sup>. So with that, Madam Chair, I will stand for questions.

CHAIR HANSEN: Thank you very much. Questions from the Board?  
Commissioner Hamilton.

CHAIR HAMILTON: I really appreciate the presentation. I wonder if it would be appropriate for us to get a copy of it. I see that it's not in the BoardDocs, it would be really great to be able to look at it.

MS. MCCOY: Yes, of course. Madam Chair, Commissioner Hamilton, we can provide this.

CHAIR HAMILTON: Thank you.

CHAIR HANSEN: Is that all you have, Commissioner Hamilton?

CHAIR HAMILTON: Yes, at this time.

CHAIR HANSEN: Mr. Ives.

MR. IVES: Thank you, Madam Chair. Mary, it's good to see you. I was going to correct one factual statement which was we had actually started the process of switching to Tyler before the McHard was ever published or out or probably even asked for simply because it was clear to a number of us on Council prior to that that various IT systems were in dire need of updating so it was actually spoken of at the time of the McHard report that the implementation of that system hopefully would resolve many of those perceived possible areas for fraud to occur. So it's great to see it happening.

CHAIR HANSEN: Commissioner Hamilton.

CHAIR HAMILTON: Thank you. Now you mentioned that cash balances accounts and it was my understanding from a loose timeframe of a couple of years ago, maybe three years ago because Covid takes one whole year out – it's like a missing year, at that time there was an attempt made to identify which aspects of the City process were holding up the BDD process and it's my recollection that cash balances was one of the things that held it up. So you're shaking your head and one of the questions was did you still think that was likely and the corollary to that question to that was, is there a way to further separate the way cash balances were managed so that BDD results wasn't so dependent on having the City's result finalized? It's nice to see this action plan that would

get the whole City audit on time which if it happens will address the BDD concern but so would making a little more separation. What's the possibility of that?

MS. MCCOY: Madam Chair, Commissioner Hamilton, thank you for the question. That's an excellent question. I really do see it as two parts. One is to have a target as we talked about in the corrective action for our findings to attain a month end to close process. So that's fancy accounting language for saying, let's not wait until the end of the year to reconcile our accounts for the entire City including BDD all at once. Let's tackle this in a 1/12 basis. Former Councilor Ives probably remembers this from his time on the Council, this has been our goal, right? As to be able to close each month. So in the month of August we are closing out all the transactions and reconciling all the transactions that occurred in the month of July. And by taking that 1/12 approach we will be able to – by the time we get to June, we're only reconciling the month of June we're not reconciling from July 1<sup>st</sup> through June 30<sup>th</sup>. This is a basic building block of being able to have financial statements that are up to date. So that's one key piece. For example, and I know we've all been short staffed and we're all, throughout the pandemic and the frozen positions, but being able to have the BDD reconciliations be done is a really key important piece of the entire pictures. Being able to have those billings. being able to show that we're submitting those billings at least on a quarterly basis to the entities will be a key piece of being able to have the financial statements up to date and be prepared for the audit. In addition to that, being able to have a goal of not having the cash commingled and what I mean by that is, through our reconciliation process by doing it on a monthly basis we'd be able to have very clear reports on what the cash accounts are for all of the entities where the City is the fiscal agent. So that includes SWMA, BDD, and of course the City.

CHAIR HAMILTON: Thank you, that seems to make good sense and it reminded me that I think there was some discussion of remedying that issue of commingling all of the accounts a few years ago and then the suggested corrected actions of separating them was overtaken by the replacement of the financial system, you know, bringing up the new financial system. So hopefully maybe we can move forward with that. Were those similar recommendations? Am I remembering that correctly?

MS. MCCOY: Madam Chair, Commissioner Hamilton, yes, that is correct and that is still our goal. I think at this point being able to produce a month end close process is the first step and then we'll be able to have those accounts reconciled on a month by month basis which was the foundation for us to be able to separate and segregate into different accounts as you had mentioned. That is still the goal, absolutely, again, for all three entities. Not only for the City but also for BDD and SWMA.

CHAIR HAMILTON: Great. Thank you.

MS. MCCOY: Yes.

CHAIR HANSEN: Thank you, Mary. I appreciate you taking the time to come here. I feel very strongly about not having late audits. I have some experience with the City around the 2008 bond and the 2012 bond and audits that happened then and I think that if we can see in the next year the cash balance and billing and then Antoinette can work with you to make sure that we get this so we can get these things on time, that would make my concerns with the City much more palatable. So that is my request for you to please work with us, work with Antoinette so that we can get our cash balances and we can get the billing done so we can have our audit done on time and we are not being penalized, sort of speak, because your audit is late.



MS. MCCOY: Absolutely, Chairwoman Hansen, we look forward to continuing to work with Antoinette. We are very excited that she is with BDD and it's a pleasure to work with Antoinette so we look forward to continuing on and ensure that we're all hitting our goals in the coming year.

CHAIR HANSEN: Okay, I think there's probably more questions but we have limited time as all boards do and we started a little late unfortunately. So if I don't see any other questions from the Board, I want to thank you very much for taking the time to come here. I want you to know how important it is that we don't have a late audit. We would like the City to not have a late audit. We would all of the accounting to look really good and shine. So that is my hope and wish for you for the new year.

MS. MCCOY: Thank you.

**9. ACTION ITEMS: DISCUSSION AND ACTION**

**a. County of Santa Fe Water Policy Advisory Board Appointee from BDD**

CHAIR HANSEN: I believe I had spoken with Tom Egelhoff and asked him if he would be willing to serve on the County of Santa Fe Water Policy Advisory Board. He has agreed. So I would like to appoint him to that position. We have a representative that needs to serve on our Water Policy Board from the BDD and so with that – I don't think I need a motion but if the Board wants to vote on it, I am more than willing to entertain a motion to appoint Mr. Egelhoff to the Santa Fe County Water Policy Advisory Board.

NANCY LONG (BDDDB Legal Counsel): Madam Chair, yes, I would recommend taking a motion on this because of the way it is positioned on the agenda.

CHAIR HANSEN: Okay. So could I please entertain a motion?  
Commissioner Hamilton.

CHAIR HAMILTON: I would be happy to move that we appoint Tom Egelhoff the BDD representative on the County's Water Policy Advisory Committee.

MEMBER HELMS: Second.

CHAIR HANSEN: I would be happy to second it or did you second it  
J.C.?

MEMBER HELMS: I did, sorry about that.

CHAIR HANSEN: No, I'm happy to have you second it.

**The motion passed by unanimous [4-0] roll call vote.** Councilor Villarreal was not present for this action.

CHAIR HANSEN: Thank you, Tom, and thank you for your willingness to serve on this board. We look forward to you participating in our County Water Policy Board.

**b. Consideration and Possible Action on Resolution 2022-1, Determining Reasonable Notice for Public Meetings of the Buckman Direct Diversion Board and allowing the Board to continue to Limit Public Attendance at Meetings Provided there is Sufficient Means to Allow**

**Remote Participation and Allowing the Board to Cancel any Meeting to Preserve the Public Health, Safety, and Welfare and Allowing for Alternate Forms of Attendance by its Public Members**

CHAIR HANSEN: With that, may I have a motion to support this resolution or is there any discussion? Nancy, do you want to say anything?

MS. LONG: Madam Chair, members of the Board, as you're aware this is an annual requirement under state law that we determine our reasonable notice for the Board. Our resolution has stayed fairly consistent every year. But starting in 2020 we did add the public health pandemic related restrictions that can be allowed for public meetings and those don't seem to be going away anytime soon, that allow for other than in-person attendance by the Board and also the public, although we do allow for the public to attend and listen all of our meetings. So this resolution is really unchanged from our last year's Open Meetings Act Resolution and I would recommend that you approve it for this year.

CHAIR HAMILTON: Madam Chair, I would move to approve.

COUNCILOR ROMERO-WIRTH: Second.

**The motion passed by unanimous [4-0] roll call vote. Councilor Villarreal was not present for this action.**

**c. Appointment of the Citizen Member and Alternate Citizen Member to the Buckman Direct Diversion Board**

CHAIR HANSEN: We discussed this at our last meeting and I believe the wrong information got put in our packet. We had decided to just reappoint our citizen member and alternate. And if anybody has any questions of concerns please let me know but otherwise, what is the pleasure of the Board?

COUNCILOR ROMERO-WIRTH: Move to approve.

CHAIR HAMILTON: Second.

MS. LONG: Madam Chair, if I could ask the maker of the motion and the second to include in that that the effective date for these terms February 3, 2022.

COUNCILOR ROMERO-WIRTH: I accept that, and move to approve as stated by our attorney.

CHAIR HAMILTON: As do I.

**The motion passed with Commissioners Hamilton and Hansen and Councilor Romero-Wirth voting in the affirmative. Mr. Helms abstained and Councilor Villarreal was not present for this action.**

CHAIR HANSEN: Thank you. We look forward to your continuing participation, Mr. Helms and Mr. Ives and thank you for serving on the Buckman Direct Diversion Board.

**d. Consideration and Possible Action on 2022 MOU – [See Page 3]**

**10. MATTERS FROM THE BOARD**

CHAIR HANSEN: Are there any Matters from the Board? Hearing none, I will move on.

**11. NEXT MEETING: Thursday, February 3, 2022 at 4:00 p.m.**

**12. ADJOURN**

**13. EXECUTIVE SESSION**

- a. **In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding pending litigation in which the BDDB is a participant, specifically: *Buckman Direct Diversion Board v. CDM Smith, et al.*, First Judicial District Court Case No. D-101-CV-2018-0610**

CHAIR HANSEN: I'm going to go to Ms. Long for the motion for adjournment and executive session.

MS: LONG: Yes, Madam Chair, the motion should be to adjourn and go into executive session in accordance with the New Mexico Open Meetings Act, NMSA 1978, 10-15-1(H)(7), for a discussion regarding pending litigation in which the BDD is a participant, specifically for the case of *Buckman Direct Diversion Board v. CDM Smith, et al.*, with the style of the case as listed on the agenda.

COUNCILOR ROMERO-WIRTH: So moved.

COMMISSIONER HAMILTON: Second.

CHAIR ROYBAL: We have a motion by Councilor Romero-Wirth and a second by Commissioner Hamilton. Can I have a roll call vote, please?

**The motion to adjourn and go into executive session passed by unanimous [4-0] roll call vote as follows:**

Commissioner Hamilton	Aye
Commissioner Hansen	Aye
Councilor Romero-Wirth	Aye
Mr. J.C. Helms	Aye
Councilor Villarreal	Absent

[The Board adjourned and met in executive session at 5:55 p.m.]

**ADJOURNMENT**

Chair Hansen declared this meeting adjourned at approximately 5:55 p.m.

Approved by:

---

Anna Hansen, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

**ATTEST TO**

---

KATHARINE E. CLARK  
SANTA FE COUNTY CLERK