

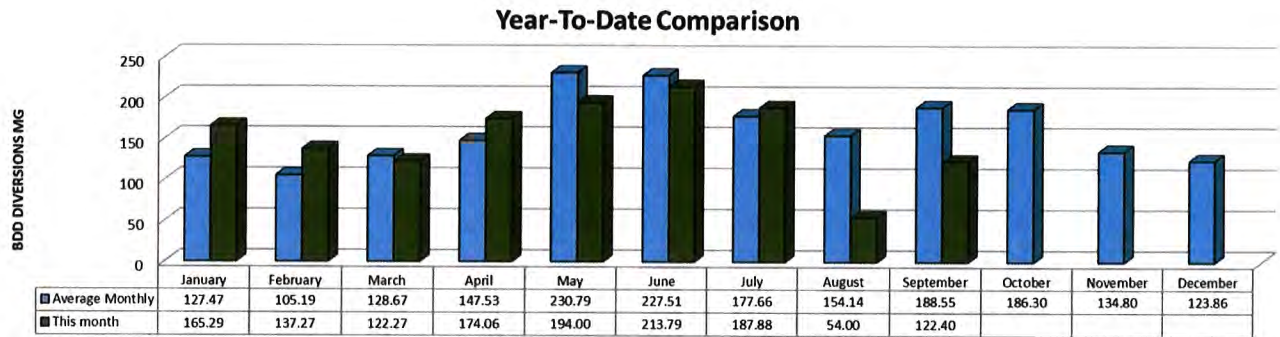




**Date:** October 6, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Randy Sugrue, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of September 2022

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of September 2022. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
  - a. Raw water diversions: 4.08 MGD.
  - b. Drinking water deliveries through Booster Station 4A/5A: 3.49 MGD.
  - c. Raw water delivery to Las Campanas at BS2A: 0.80 MG
  - d. Onsite treated and non-treated water storage: 0.00 MGD Average.
2. The BDD is providing approximately 31% 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.

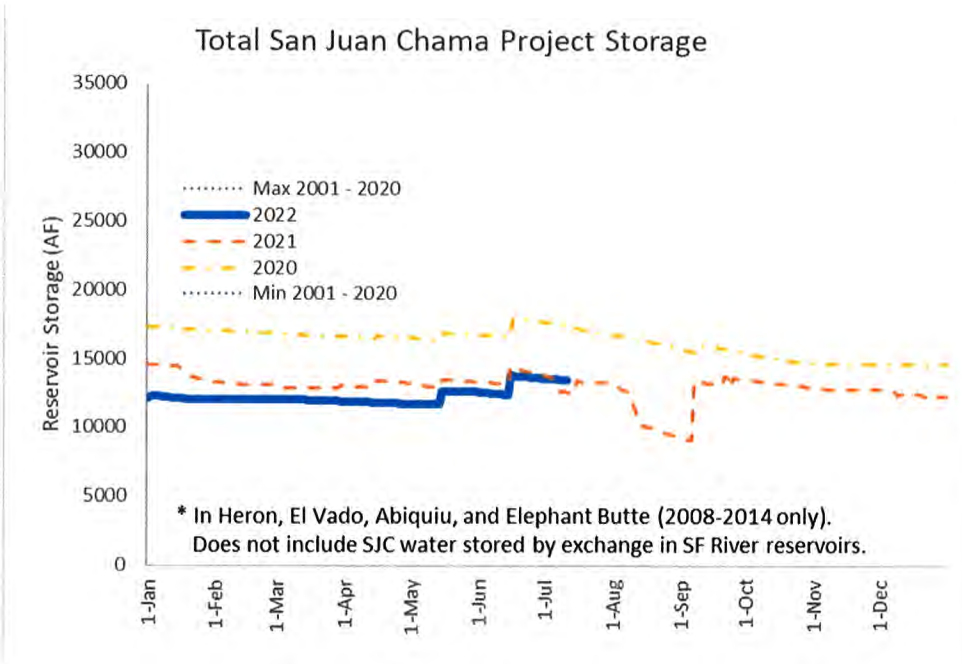
## Regional Water Overview

Daily metered regional water demand for the month of September 2022 is approximately 11.5 MGD.

Rio Grande flows for September 2022 averaged approximately 500 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 71.9%/McClure: 42.2% (47.20% combined) Watershed Inflow: 3.72 MGD

City/County/LC Storage- as updated by partners. City of SF Abiquiu storage 7/1/22 about 13,500AF



## ENSO Summary

Sept. 19, 2022

### **La Niña is present.\***

**Equatorial sea surface temperatures (SSTs) are below average across most of the Pacific Ocean.**

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

**La Niña is favored to continue through Northern Hemisphere winter 2022-23, with a 91% chance in September-November, decreasing to a 54% chance in January-March 2023.**



## Buckman Direct Diversion Monthly SJC and Native Diversions

| Sep-22       |                           |                          |                                 |                  |                         |                                   |                               |                                |
|--------------|---------------------------|--------------------------|---------------------------------|------------------|-------------------------|-----------------------------------|-------------------------------|--------------------------------|
| 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 | SP-2847-E SJC Undiverted CITY | All Partners Conveyance Losses |
| JAN          | 511.288                   | 154.905                  | 0.000                           | 356.382          | 356.382                 | 0.000                             | 0.000                         | 3.203                          |
| FEB          | 421.814                   | 421.814                  | 0.000                           | 0.000            | 0.000                   | 0.000                             | 0.000                         | 0.000                          |
| MAR          | 376.496                   | 302.219                  | 0.000                           | 74.277           | 74.277                  | 0.000                             | 0.000                         | 0.758                          |
| APR          | 538.222                   | 408.237                  | 0.000                           | 129.985          | 129.985                 | 0.000                             | 0.000                         | 1.327                          |
| MAY          | 596.137                   | 596.137                  | 0.000                           | 0.000            | 0.000                   | 0.000                             | 0.000                         | 0.000                          |
| JUN          | 660.831                   | 300.636                  | 0.000                           | 360.194          | 360.194                 | 0.000                             | 0.000                         | 2.397                          |
| JUL          | 582.150                   | 122.961                  | 0.000                           | 459.189          | 459.189                 | 0.000                             | 0.000                         | 2.232                          |
| AUG          | 166.030                   | 0.000                    | 0.000                           | 221.847          | 221.847                 | 0.000                             | 55.818                        | 1.067                          |
| SEP          | 375.768                   | 0.000                    | 0.000                           | 375.768          | 375.768                 | 0.000                             | 0.000                         | 0.870                          |
| OCT          | 0.000                     | 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                         | 0.000                          |
| DEC          | 0.000                     | 0.000                    | 0.000                           | 0.000            | 0.000                   | 0.000                             | 0.000                         | 0.000                          |
| <b>TOTAL</b> | <b>4,228.735</b>          | <b>2,306.909</b>         | <b>0.000</b>                    | <b>1,977.643</b> | <b>1,977.643</b>        | <b>0.000</b>                      | <b>55.818</b>                 | <b>11.854</b>                  |

### In Million Gallons

| Month        | Native COUNTY  | Native Las Campanas | SJC TOTAL      | SJC CITY       | SJC Las Campanas | SJC Undiverted CITY | All Partners Diversions |
|--------------|----------------|---------------------|----------------|----------------|------------------|---------------------|-------------------------|
| JAN          | 50.458         | 0.000               | 114.878        | 114.878        | 0.000            | 0.000               | 165.336                 |
| FEB          | 137.399        | 0.000               | 0.000          | 0.000          | 0.000            | 0.000               | 137.399                 |
| MAR          | 98.443         | 0.000               | 23.913         | 23.913         | 0.000            | 0.000               | 122.356                 |
| APR          | 132.976        | 0.000               | 41.848         | 41.848         | 0.000            | 0.000               | 174.825                 |
| MAY          | 194.181        | 0.000               | 0.000          | 0.000          | 0.000            | 0.000               | 194.181                 |
| JUN          | 97.927         | 0.000               | 115.951        | 115.951        | 0.000            | 0.000               | 213.878                 |
| JUL          | 40.052         | 0.000               | 147.861        | 147.861        | 0.000            | 0.000               | 187.914                 |
| AUG          | 0.000          | 0.000               | 71.472         | 71.472         | 0.000            | 18.182              | 71.472                  |
| SEP          | 0.000          | 0.000               | 122.400        | 122.400        | 0.000            | 0.000               | 122.400                 |
| 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>751.436</b> | <b>0.000</b>        | <b>638.324</b> | <b>638.324</b> | <b>0.000</b>     | <b>18.182</b>       | <b>1,389.760</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>        |



# Memorandum



## Buckman Direct Diversion

**Date:** September 22, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Monique Maes, Contracts Administrator  
**Via:** Rick Carpenter, Facilities Manager  
Antoinette Armijo-Rougemont, Accounting Supervisor  
**Re:** Condor Security Services

  
MM

  
AA

### Item and Issue

Request approval of a Service Agreement with Condor Security of America, Inc. in an amount of \$148,638.00, plus NMGR, for security services through June 30<sup>th</sup> 2023.

### Background

The City of Santa Fe issued an RFP for security services to begin in FY23 and provided the list of approved vendors to BDD in In Mid-July. The list did not include our former security provider. We reviewed and compared the applicants and based on our budgeted amount for the year, Condor was selected. Due to staff shortages and delayed information flow, our target date was delayed for this Security contract with Condor. Since July, security has been provided to the corridor by Las Campanas and the Canyon Road security vendor, Arrowhead.

The contract will commence upon execution of the contract and run through June 30,2022. The total for this period will be up to a maximum amount of \$148,638.00 plus NMGR.

Condor Security will provide security services to the facility to include conducting patrols, reporting suspicious activity, and checking locked doors, etc. The patrol hours will be conducted Monday through Sunday during the times of 5:00pm to 8:00am and include Holidays.

### Recommendation:

Staff Recommends approval of this contract. Funding is available up to an amount of \$148,638.00 tax. Funding is available in the operating budget 800801.510310, BDD7400.

Approved by BDDB October 6<sup>th</sup> 2022

Carol Romero-Wirth, BDDB Chair



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





### CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Condor Security of America

Procurement Title: Security Services

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 BDDB Buckman Direct Diversion Board                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | State Price Agreement  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP  |
| <input type="checkbox"/>            | <input checked="" 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 BDDB                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |

Monique Maes Contracts Administrator 09/13/2022  
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 # 3203583

Contractor: Condor Security of America

Description: To provided Security Services at BDD facility

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 10/01/2022 Term End Date: 06/30/2023

Approved by BDDDB or  Approved by BDD Date: 10/06/2022  
Facilities Manager

**Contract / Lease:**

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

Increase/(Decrease) Amount \$ \$148,638.00 includes NMGRT

Extend Termination Date to: 6/30/2023

Approved by BDDDB or  Approved by BDD Date: 10/6/2022  
Facilities Manager

**Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
Contract to be in the amount of \$148,638.00 including tax end term dated 6/30/2023

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  
SERVICES AGREEMENT WITH  
CONDOR SECURITY SERVICES OF AMERICA, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and Condor Security Services of America, 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 security services for the Buckman Direct Diversion (“BDD”) Facility as follows, and as more fully described in the attached Exhibit A:

A. Contractor shall provide One (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle; minimum height requirement of 8”) to patrol the Buckman Regional Water Treatment facilities including: the BDD structure, the raw water lift station, booster station (1A) /sediment removal facility, booster station (2A) including solar facility and the infrastructure between the Buckman Regional Water Treatment Plant and the BDD Water Treatment Plant. Services shall be provided 24 hours a day, 365 days a year, except Mondays-Fridays during the hours of 8AM and 5PM, unless on a holiday observed by the City of Santa Fe (“City”) when patrols shall be conducted on a 24-hour basis.

A. The security officer shall provide the following services:

- (1) Conduct patrols as to the areas described above;
- (2) Contact the Buckman Regional Water Treatment Plant control room (505-955-4505) with any suspicious activity, security breaches or unusual findings and immediately report such situations to the operator on duty;
- (3) Immediately notify the fire department, Sheriff’s department and manager/operators on duty at the BDD facility of incidents, acts of violence, fire/emergency;
- (4) Utilize the toggle verification (physically operate the door handle) to check locked doors at the raw water lift station and buildings 1A and 2A;
- (5) Check fencing and gates surrounding the buildings at the raw water lift station buildings, 1A and 2A including the solar facility to ensure they are locked; and

(6) Provide on-call service during the evening and/or early morning hours to accompany facility operators to the river in an effort to provide security protection while sampling is conducted.

## **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 One-Hundred Forty-Eight Thousand, Six Hundred Thirty-Eight Dollars (\$148,638.00) plus applicable gross receipts tax.

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

C. Payment shall be made upon receipt and approval by the 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**

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2023.

**6. TERMINATION**

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

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

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

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

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

**8. CONFIDENTIALITY**

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

**9. CONFLICT OF INTEREST**

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

**10. ASSIGNMENT; SUBCONTRACTING**

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

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

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

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

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily

injury, personal injury or property damage providing the following minimum limits of liability.

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

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

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

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

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

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

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the 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 BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, 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.

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

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

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

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

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

### **13. INDEMNIFICATION**

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

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

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

### **15. THIRD-PARTY BENEFICIARIES**

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

**16. RECORDS, DOCUMENT CONTROL AND AUDIT**

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

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

**18. AMENDMENT**

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

**19. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements,

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

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

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

**22. NOTICES**

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

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

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

**CONTRACTOR:** Condor Security of America, Inc.  
Attn: Gregory Veiga  
Jose Montoya  
1522 Constitution Blvd., #112  
Salinas, CA 93905  
Email : gregory@condorsecurity.com  
jose@condorsecurity.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 electronic mail (email) shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

**BUCKMAN DIRECT DIVERSION BOARD**

**CONTRACTOR:  
Condor Security Services**

By: \_\_\_\_\_  
Carol Romero-Wirth, BDDDB Chair

Signature: \_\_\_\_\_

Printed Name: Gregory Veiga

Title: President/CEO

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

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

**APPROVED AS TO FORM**

NM Taxation & Revenue

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

CRS # \_\_\_\_\_

Date: 09/21/2022

City of Santa Fe Business  
Registration # \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
Alexis Lotero, Interim City Finance Director

**ATTEST**

\_\_\_\_\_  
Kristine Bustos-Mihelcic, City Clerk

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

**EXHIBIT A**

Condor Security of America, Inc.  
1522 Constitution Blvd #112, Salinas, CA 93905  
831-717-1313 / 831-717-1314  
gregory@condorsecurity.com

**DATE: 08/17/22**

**TO: City of Santa Fe- Water Treatment Plant**  
Monique Maes  
Contracts Administrator/ Buckman Direct Diversion (BDD)  
341 Caja Del Rio Road Santa Fe, NM 87506  
mmaes@santafenm.gov

**JOB TYPE DUE DATE**

Uniformed Security Services Payment due upon receipt of invoice.

**QTY TYPE OF SERVICE SCOPE (DAY/TIME) UNIT PRICE PER HOUR/PER OFFICER  
ADDITIONAL COMMENTS**

1 Armed Vehicle Patrol (4x4 Vehicle)

**Monday-Sunday (7 days per week)**

1700 – 0800 Split Shift - 30-minute lunch per shift/30 minute on site lunch per officer \$38.89 REG  
\$58.33 OT/Holiday.

**ESTIMATED TOTAL PER WEEK \$3,811.22**

The proposed pricing/estimates are contingent upon the completion of a site-walk and potential changes to the Scope of Work.

**This is a quotation on the services named, subject to the conditions noted below.**

Our best effort will be made to ensure that overtime (“OT”) does not incur. However, due to unexpected schedule changes, if OT should occur, it will be billed at the designated rate. Overtime will incur after the 8th consecutive hour worked by a single officer. Holidays will be billed at a separate rate for the following Condor Security of America, Inc. corporate holidays: New Year’s Day, Easter, Memorial Day, July 4th (Independence Day), Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the security officer’s shift extends past 6 hours, the security officer will be required to take a 30-minute break off-site at no additional expense to the client. If the security officer is required to stay on site during the shift, the client will be responsible for paying one (1) additional hour at the expense of the contracted regular billing rate for every officer which has exceeded a 6-hour shift.

**“Meal Breaks.” Paragraph 4 (DOL)**

If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, In. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with an applicable IWC Order, the employer must pay one additional hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. IWC Orders and Labor Code Section 226.7 This additional hour is not counted as hours worked for purposes of overtime calculations.” This quote is valid for thirty (30) days from the date stamped at the top of the proposal. After 30 days, this quote is subject to change unless an official contract has been signed.



**State of New Mexico  
General Services Department**

**Statewide Price Agreement  
REVISED**

**Awarded Vendor:**  
**8 Vendors (See pages 7 & 8)**

Price Agreement Number: 20-00000-22-00049

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Pages 7 & 8

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: Susan Inman *SI*

Telephone No.: (505) 795-5551

Email: susan.inman@state.nm.us

**Invoice:**  
**As Requested**

Title: **Security Guard Services**

Term: **June 29, 2022 through June 28, 2023**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
MARK HAYUCH, New Mexico State Purchasing Agent

Date: *7/15/2022*

**X This Agreement was signed on behalf of the State Purchasing Agent**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/24/2022

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

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

|  |  |                                   |
|--|--|-----------------------------------|
| <b>PRODUCER</b><br>AHT Insurance<br>20 S. King Street<br>Leesburg VA 20175 | <b>CONTACT NAME:</b> Janet Daniels       |                                   |
|  | <b>PHONE (A/C No. Ext):</b> 571-351-1572 | <b>FAX (A/C No):</b> 703-771-1852 |
| <b>E-MAIL ADDRESS:</b> janet.daniels@ahtins.com                            |  |                                   |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                            |
| INSURER A : National Liability & Fire Insurance Company                    |  | 20052                             |
| INSURER B : Summit Specialty Insurance Company                             |  | 16889                             |
| INSURER C : State Compensation Insurance Fund (CA)                         |  | 35076                             |
| INSURER D :  |  |                                   |
| INSURER E :  |  |                                   |
| INSURER F :  |  |                                   |

**INSURED** CONDSEC-01  
 Condor Security of America, Inc.  
 1522 Constitution Blvd.  
 Salinas CA 93905

**COVERAGES** **CERTIFICATE NUMBER:** 167866731 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                      |  | ADDL/SUBR                    |                             | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |  |   |                    |              |
|----------|--|--|------------------------------|-----------------------------|------------------|-------------------------|-------------------------|--|--|---|--------------------|--------------|
|          |  |  | INSD                         | WVD                         |                  |                         |                         |  |  |   |                    |              |
| B        | <input checked="" type="checkbox"/>    | <b>COMMERCIAL GENERAL LIABILITY</b>                  |                              |                             | SCGL005000005800 | 1/13/2022               | 1/13/2023               | EACH OCCURRENCE  | \$ 1,000,000   |   |                    |              |
|          |  |  |                              |                             |                  |                         |                         | <input type="checkbox"/> CLAIMS-MADE   | <input checked="" type="checkbox"/> OCCUR                          | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000         |              |
|          |  |  |                              |                             |                  |                         |                         |  |  | MED EXP (Any one person)                  | \$ 5,000           |              |
|          |  |  |                              |                             |                  |                         |                         |  |  | PERSONAL & ADV INJURY                     | \$ 1,000,000       |              |
|          |  |  |                              |                             |                  |                         |                         | GEN'L AGGREGATE LIMIT APPLIES PER:   |  | GENERAL AGGREGATE                         | \$ 3,000,000       |              |
|          | <input type="checkbox"/> POLICY        | <input type="checkbox"/> PROJECT                     | <input type="checkbox"/> LOC |                             |                  | PRODUCTS - COMP/OP AGG  | \$ 3,000,000            |  |  |   |                    |              |
|          | OTHER:                                 |  |                              |                             |                  |                         |                         | \$   |  |   |                    |              |
| A        | <input checked="" type="checkbox"/>    | <b>AUTOMOBILE LIABILITY</b>                          |                              |                             | 73APB005211      | 1/20/2022               | 1/20/2023               | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000   |   |                    |              |
|          |  |  |                              |                             |                  |                         |                         | <input checked="" type="checkbox"/> ANY AUTO   |  | BODILY INJURY (Per person)                | \$                 |              |
|          |  |  |                              |                             |                  |                         |                         | <input type="checkbox"/> OWNED AUTOS ONLY  | <input type="checkbox"/> SCHEDULED AUTOS                           | BODILY INJURY (Per accident)              | \$                 |              |
|          |  |  |                              |                             |                  |                         |                         | <input checked="" type="checkbox"/> HIRED AUTOS ONLY   | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY           | PROPERTY DAMAGE (Per accident)            | \$                 |              |
|          |  |  |                              |                             |                  |                         |                         |  |  |   | \$                 |              |
|          | <input type="checkbox"/> UMBRELLA LIAB | <input type="checkbox"/> OCCUR                       |                              |                             |                  |                         | EACH OCCURRENCE         | \$   |  |   |                    |              |
|          | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                 |                              |                             |                  |                         | AGGREGATE               | \$   |  |   |                    |              |
|          | <input type="checkbox"/> DED           | <input type="checkbox"/> RETENTION \$                |                              |                             |                  |                         |                         | \$   |  |   |                    |              |
| C        | <input type="checkbox"/>               | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> |                              |                             | 9151258-22       | 1/13/2022               | 1/13/2023               | <input checked="" type="checkbox"/> PER STATUTE  | <input type="checkbox"/> OTHER                                     |   |                    |              |
|          |  |  |                              |                             |                  |                         |                         | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N | N/A                                       | E.I. EACH ACCIDENT | \$ 1,000,000 |
|          |  |  |                              |                             |                  |                         |                         |  |  | E.I. DISEASE - EA EMPLOYEE                | \$ 1,000,000       |              |
|          |  |  |                              | E.I. DISEASE - POLICY LIMIT | \$ 1,000,000     |                         |                         |  |  |   |                    |              |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Condor Security of America, Inc.<br>1522 Constitution Blvd. #112<br>Salinas, CA. 93905 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



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

## BUSINESS REGISTRATION

**Business Name:** CONDOR SECURITY OF AMERICA,  
INC.  
DBA: CONDOR SECURITY OF  
AMERICA, INC.

**Business Location:** 1020 MERRILL ST STE. 2010  
SALINAS, CA 93905

**Owner:** CONDOR SECURITY OF AMERICA, INCL.

**License Number:** 232935

**Issued Date:** June 06, 2022

**Expiration Date:** June 06, 2023

**CRS Number:** 03583676008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

CONDOR SECURITY OF AMERICA, INC.  
1020 MERRILL ST STE. 2010  
SALINAS, CA 93905

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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

**Signature:** Monique Maes  
Monique Maes (Sep 22, 2022 13:05 MDT)  
**Email:** [mmmaes@santafenm.gov](mailto:mmmaes@santafenm.gov)

**Signature:**  
**Email:** [rrcarpenter@santafenm.gov](mailto:rrcarpenter@santafenm.gov)

**Signature:** amarmijo  
**Email:** [amarmijo@santafenm.gov](mailto:amarmijo@santafenm.gov)



# Memorandum



## Buckman Direct Diversion

**Date:** September 27, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Rick Carpenter and Kyle Harwood  
**Subject:** UPDATED  
LANL SWEIS Comment Letter to Federal Register Notice

### Item and Issue

The National Nuclear Security Administration issued a Federal Register Notice on Friday, August 19, 2022 inviting local governments and the public, among others, to provide input on the scope of the Lab Site-Wide EIS, see attached Federal Register Notice.

The deadline for comments on the SWEIS Scoping has been extended to October 18, 2022.

The attached letter (which includes suggestions made at the September BDD Board meeting) provides comments on behalf of the Board on the SWEIS Scoping process.

### Recommendation

Staff and consultants recommend the Board direct the submission of the attached letter.



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





## Buckman Direct Diversion

341 Caja del Rio Santa Fe, NM 87506

September XX, 2022

Via email to: [LANLSWEIS@nnsa.doe.gov](mailto:LANLSWEIS@nnsa.doe.gov)

LANL SWEIS Comments  
3747 West Jemez Road  
Los Alamos, NM 87544

**RE: SITEWIDE ENVIRONMENTAL IMPACT STATEMENT  
LOS ALAMOS NATIONAL LABORATORY  
SCOPING COMMENTS FROM BUCKMAN DIRECT DIVERSION BOARD**

To Whom It May Concern:

The Buckman Direct Diversion (“BDD”) Board, the governing body for the Buckman Direct Diversion in Santa Fe, New Mexico hereby submits its comments on the above-captioned matter. The BDD is a single diversion point on the Rio Grande that the City of Santa Fe, Santa Fe County, and their limited partner, Las Campanas, share to divert their San Juan-Chama and native Rio Grande water rights. Diverted water is treated and delivered to the regional water system. The government entities are represented on the BDD Board.

The BDD intake is located on the Rio Grande, approximately 3 miles downstream of Otowi Bridge, a short distance downstream of the confluence of Los Alamos Canyon and the Rio Grande. Los Alamos Canyon and its tributaries have been contaminated by operations of Los Alamos National Laboratory (“LANL”), and downcanyon migration of those contaminants to the Rio Grande is well-documented. The Board is concerned about runoff in the Los Alamos Canyon watershed, and about the long-term actions LANL may take that could jeopardize or otherwise fail to protect the Rio Grande.

The Board offers the following comments concerning the scope of the proposed LANL Sitewide Environmental Impact Statement (“SWEIS”):

- Numerous pathways exist that can transport LANL-origin contaminants to the BDD intake. The most obvious is contaminated sediment migration in the Los Alamos Canyon watershed – draining nearly half the historic footprint of LANL – during flood and storm events. The presence of such contaminants and their migration is well-documented, as is their presence near the BDD intake structure.

Wildfires and the debris and ash left in their aftermath also are significant contributors to material entrained in stormwater flow. Contaminated groundwater – for example, in the hexavalent chromium plume – and its flow toward and adverse effect on the Rio Grande has not been ruled out and should be analyzed, as should release of contaminants from buildings damaged and other areas from seismic events.

The SWEIS should include all of these pathways and potential contaminant sources in its analysis of impacts on surface and groundwater resources, which includes floodplains, wetlands, and other canyon-bottom features. The detailed assessment should address potential impacts to the present

and future use of the resource for drinking water. This analysis should include potential cumulative impacts, and how those impacts could affect off-site resources (e.g., the Rio Grande).

- The SWEIS should include an analysis of whether the June 2016 Compliance Order on Consent (“2016 Consent Order”) adequately assures that LANL and surrounding areas are fully and timely characterized and, if necessary, remediated to a degree that present and future uses of potentially-affected resources – including off-site resources – are protected and sustainable.
- Because LANL-origin contamination is persistent, and the U.S. Department of Energy (“DOE”) proposes not to remove significant portions of it (e.g., at material disposal areas and in canyon bottoms), the SWEIS should examine the site wide environmental impacts beyond the 15-year operations window of the SWEIS, and beyond the regulatorily-driven 30-year window of post-closure care under the federal Resource Conservation and Recovery Act and the 2016 Consent Order.
- The U.S. Environmental Protection Agency (“USEPA”) has devoted significant resources to bolstering federal and state engagement with stakeholders, particularly tribes, pueblos, local governments, and utilities because such engagement improves the decision-making process attendant to the environmental effects of polluting industries and clean-up. The SWEIS should similarly analyze the positive environmental impacts of improved stakeholder engagement – including providing these entities with early “previews” of proposed federal, state, and local permitting actions. DOE should consider employing some of these enhanced public engagement practices in the SWEIS process.
- Because of the wide-ranging scope of the SWEIS, the highly technical issues the SWEIS is expected to address, and the time it takes for government entities to deliberate and publicly consider their comments, the Board suggests that the DOE adopt a 120-day comment period following the release of the draft SWEIS and any other comment deadlines relating to the SWEIS.

Respectfully,

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Councilor Carol Romero-Wirth  
Santa Fe City Council District 2  
BDD Board Chairperson

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Commissioner Anna Hamilton  
Santa Fe County Commission District 4  
BDD Board Vice Chairperson

---

Commissioner Anna Hansen  
Santa Fe County Commission District 2  
BDD Board Member

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Councilor Renee Villarreal  
City of Santa Fe District 1  
BDD Board Member

---

JC Helms  
BDD Board Citizen-at-large Member





# Memorandum



## Buckman Direct Diversion

**Date: October 06, 2022**

**To: Buckman Direct Diversion Board**

**From: Jamie-Rae Diaz, Public Utilities Administrative Manager**

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**ITEM AND ISSUE:**

2023 Buckman Direct Diversion Board Meetings Calendar

**BACKGROUND AND SUMMARY:**

The Buckman Direct Diversion Board meetings are normally conducted on the 1<sup>st</sup> Thursday of each month. The meetings are held in the City Council Chambers starting at 4:00pm. The following is the proposed 2023 meeting calendar:

**DATE OF MEETING**

Thursday, January 5, 2023 @4:00

Thursday, February 2, 2023 @ 4:00

Thursday, March 2, 2023 @ 4:00

Thursday, April 6, 2023 @ 4:00

Thursday, May 4, 2023 @4:00

Thursday, June 1, 2023 @ 4:00

Thursday, July 6, 2023 @ 4:00

Thursday, August 3, 2023 @ 4:00

Thursday, September 7, 2023 @4:00

Thursday, October 5, 2023 @ 4:00

Thursday, November 3, 2023 @ 4:00

Thursday, December 7, 2023 @4:00

**RECOMMENDED ACTION:**

For your approval.



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

