



AGENDA

BUCKMAN DIRECT DIVERSION BOARD
JULY 11, 2024 AT 4:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE



PROCEDURES FOR BUCKMAN DIRECT DIVERSION BOARD MEETING

Written Public Comment: Members of the public may submit written comments by clicking on the comment bubble to the right of the meeting on the public portal at <https://santafe.primegov.com/public/portal> three hours prior to the start of the meeting.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the June 6, 2024, Buckman Direct Diversion Board Meeting.
6. **PRESENTATIONS & INFORMATIONAL ITEMS**
 - a. Monthly Update on BDD Operations. (Randy Sugrue, BDD Operations Superintendent, rcsugrue@santafenm.gov, 505-955-4501).
 - b. Report from the BDD Facilities Manager. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 505-955-4507).

7. ACTION ITEMS: CONSENT

- a. Request for approval to extend chemical price agreement for an additional year from various awarded vendors for an amount not to exceed \$607,779.50 for FY25. (Randy Sugrue, BDD Operations Superintendent, rcsugrue@santafenm.gov, 505-955-4501, Monique Maes, BDD Contracts Administrator, mmmaes@santafenm.gov, 505-955-4508).
- b. Request for approval of Amendment No. 4 to the Professional Services Agreement Item #21-0421 with Daniels Insurance, Inc to increase compensation in an amount up to \$12,346.39 plus applicable NMGRT for FY2025 insurance coverage services. (Monique Maes, BDD Contracts Administrator, mmmaes@santafenm.gov, 505-955-4508).
- c. Request for approval of a General Services Agreement for on-call services with Pumptech Holdings LLC., d/b/a Alpha Southwest in an amount not to exceed \$65,000 plus applicable NMGRT for FY2025. (Monique Maes, BDD Contracts Administrator, mmmaes@santafenm.gov, 505-955-4508).
- d. Request for approval of Amendment No. 1 to the General Services Agreement with Condor-New Age Logistics, LLC. in an amount not to exceed \$70,000.00, plus NMGRT, for security services through September 30, 2024. (Monique Maes, BDD Contracts Administrator, mmmaes@santafenm.gov, 505-955-4508).

8. ACTION ITEMS: DISCUSSION AND ACTION

- a. Request formal adoption of the FY2025 Annual Operating Budget. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 505-955-4507).

9. MATTERS FROM THE PUBLIC

10. MATTERS FROM THE BOARD

11. NEXT MEETING: Thursday, August 1, 2024 at 4:00 PM

12. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

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

MEETING

June 6, 2024

1. CALL TO ORDER

This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Carol Romero-Wirth, BDD Board Chair, at approximately 4:00 p.m. in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

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

BDD Board Members Present:

Councilor Carol Romero-Wirth, Chair
Commissioner Justin Greene [alternate]
Councilor Jamie Cassutt
Commissioner Anna Hansen
Rolf Schmidt-Petersen, Citizen Member
Tom Egelhoff, The Club at Las Campanas [non-voting member]

Member(s) Excused:

Commissioner Anna Hamilton

Others Present:

Nancy Long, BDD Legal Counsel
Kyle Harwood, BDD Legal Counsel
Bernardine Padilla, BDD Public Relations Coordinator
Delfin Peterson, BDD Administrative Assistant
Jesse Roach, City Public Utilities Division Director
Monique Maes, BDD Contracts Administrator
Julie Ann Grimm, Egolf + Ferlic + Martinez + Harwood, LLC
Peter Hunt, Glorieta Geoscience, Inc.
Joni Arends, Concerned Citizens for Nuclear Safety
Katherine Shera, Citizen

3. APPROVAL OF AGENDA

Councilor Cassutt moved to approve the agenda as published. Commissioner Greene seconded and the motion passed by unanimous [5-0] voice vote.

4. APPROVAL OF CONSENT AGENDA

CHAIR ROMERO-WIRTH: We do have a number of items on Consent; are there any changes?

NANCY LONG (BDDDB Counsel): No, Madam Chair, they are all amendments to existing contracts except for the last item which is for the HVAC repair service.

CHAIR ROMERO-WIRTH: Okay. Are there any items that the Board would like to pull from Consent and if not, is there a motion?

MR. SCHMIDT-PETERSEN: Madam Chair.

CHAIR ROMERO-WIRTH: Yes, Mr. Schmidt-Petersen.

MR. SCHMIDT-PETERSEN: I don't have anything to pull to talk about specifically but I noticed in reading item 7.a. which is amendment #1 to the agreement with GGI, a division of GZA, in the background section of that and also on item 7.b., there's a reference to August 3, 2024 the Board approved the Professional Service Agreement, I think that should be, in both of those instances, 2023.

CHAIR ROMERO-WIRTH: How should we handle that? Should we pull it and correct it; what's the best thing to do there?

MS. LONG: Madam Chair, I think that correction can be noted in the memo. I believe it is just as background material and not the contract itself.

CHAIR ROMERO-WIRTH: That's true. Okay. Thank you. Any other concerns? Anything the Board would like to hear?

COMMISSIONER HANSEN: I'll make a motion to approve the Consent Agenda as presented.

COMMISSIONER GREENE: I'll second.

The motion passed by unanimous [5-0] voice vote.

7. ACTION ITEMS: CONSENT

- a. **Request for approval of Amendment No. 1 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to add compensation for FY2024 in an amount not to exceed \$20,000.00 plus applicable gross receipts tax.**
- b. **Request for approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to extend the term through FY2025, and add compensation for FY2025 in an amount not to exceed \$65,000.00 plus applicable gross receipts tax.**
- c. **Request for approval of Amendment No. 3 to the Professional Services Agreement with Daniels Insurance, Inc. to extend the term through FY2025, and add compensation for FY2025 in an amount not to exceed \$148,119.00 plus applicable gross receipts tax.**
- d. **Request for approval of Amendment No. 2 to the Legal Services Agreement with Long, Komer, and Associates, P.A. to extend the term through FY2025, and add compensation for FY2025 in an amount not to exceed \$285,000.00 plus applicable gross receipts tax.**

- e. **Request for approval of Amendment No. 1 to the Professional Services Agreement with Snell & Wilmer, LLP, to extend the term through FY2025, and add compensation for FY2025 in an amount not to exceed \$200,000.00 plus applicable gross receipts tax.**
 - i. **Request for approval of a Budget Adjustment Request to utilize Settlement Funds for this expense**
- f. **Request for approval of Amendment No. 1 to the Professional Services Agreement with Wright Water Engineers, Inc. to extend the term through FY2025, and add compensation for FY2025 in an amount not to exceed \$150,000.00 plus applicable gross receipts tax.**
 - i. **Request for approval of a Budget Adjustment Request to utilize Settlement Funds for this expense.**
- g. **Request for approval of a Services Agreement with B & D Industries, Inc. for on-call HVAC repair service in an amount up to \$120,000.00 plus applicable gross receipts tax for FY2025.**

5. APPROVAL OF MINUTES

- a. **May 2, 2024 Buckman Direct Diversion Board Meeting**

The following corrections were noted for the record:

Page 17: ~~C~~Sheryl Rodriguez

Pages 22 and 23: Rolf was misspelled

Page 23: Roll call vote. It was Commissioner Hansen who voting against the motion not Commissioner Hamilton

Commissioner Hansen moved to approve the minutes as amended. Commissioner Greene seconded and the motion passed without opposition.

5. PRESENTATION/INFORMATIONAL ITEMS

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

CHAIR ROMERO-WIRTH: We have a number of presentations tonight and are they all going to be handled by Dr. Director Roach?

MS. LONG: Madam Chair, item 6.c will be handled by Kyle Harwood. The first two items, a and b, will be handled by Dr. Roach.

CHAIR ROMERO-WIRTH: We'll go first to monthly update and Randy Sugrue is not here this evening/afternoon, Dr. Roach if you want to take that, that would be great.

JESSE ROACH (City Public Utilities Division Director): Thank you, Madam Chair and members of the Board. I will go through a high level of Randy's report and then stand for any questions.

The raw water diversions for the total diversions from the river in the month of May averaged almost 8 million gallons a day. And then 6.3 million gallons per day of that were potable deliveries from the BDD water treatment plant and the balance went to Las Campanas. We see that in May the diversions were greater than any month last year actually, and it was a pretty good month for diversions from the river for the project.

And then, going to the next page, the May – that doesn't seem quite right to me. Rio Grande flows at 2,000 CFS. Reservoir storage at Nichols, 50 percent, McClure, 50 percent and we're bringing Nichols down for construction that will start this summer, actually in July. And then Abiquiu Lake storage is showing City, San Juan-Chama water started at about 10,000 acre-feet and has dropped to about 7,000 acre-feet.

I think with that I would be happy to stand for any questions.

CHAIR ROMERO-WIRTH: Questions from the Board?

COMMISSIONER HANSEN: Yes.

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Madam Chair. Thank you, Dr. Roach. So we have really high diversion rate; is there a reason or is it just that people were consuming lots of water?

DR. ROACH: Madam Chair, Commissioner Hansen, generally I think, as you know, at the City we prioritize use of surface water when we have it and save the groundwater for times in need. And we have been running Canyon Road at about 5 MGD and asking BDD to make up the difference as available. And we have run some pumps – there's a couple of Buckman Wellfield wells that go artesian. They recover very quickly and so we do run them for a week at a time to manage that. But other than that, we ask BDD to fill in the gaps. BDD, the water quality in the Rio Grande and the equipment has allowed BDD to completely make up that difference.

I guess to answer your question in another way, Canyon Road Water Treatment Plant is probably treating a little bit less this year than it would in other years and part of that is that we only have three filters operational there not four.

COMMISSIONER HANSEN: Thank you. Also, because we have surface water now that we can divert, are you storing it also in the 10 million gallon tank or are we prepared?

DR. ROACH: Commissioner Hansen thanks for the question. So we typically try to maintain between two and three days of storage in our tanks throughout the system. Currently, we're seeing about 12 MGD/13MGD average daily use across the whole system. So we are in our summer target of 35, 38 million gallons of storage that we are maintaining.

In terms of our storage in reservoirs, we do store any allocations we get of San Juan-Chama water is Heron or Abiquiu and then we store what we can from the Santa Fe River. But as I mentioned, we're drawing Nichols down for projected repairs starting in July.

COMMISSIONER HANSEN: And then once you get the repairs done in Nichols, when do you expect that to be done?

DR. ROACH: Commissioner Hansen, we hope to have Nichols ready to catch water in the next spring runoff. So we're pedal to the metal now as we have stored this year's runoff and now we're drawing down the reservoir and starting to dry it out so we can start work on it and then the work will continue throughout the winter in the hopes that we'll be ready for the spring runoff next year in 2025.

COMMISSIONER HANSEN: Thank you, Dr. Roach. That is great news, thank you.

CHAIR ROMERO-WIRTH: Commissioner Greene.

COMMISSIONER GREENE: Thank you. When we're drawing down Nichols are we are using it all for potable water and processing it or are we actually running most of it down the river just to lower things faster?

DR. ROACH: Madam Chair and Commissioner Greene, that's a great question. The target flow ordinance that we follow also known as the Living River, sets aside a certain amount of water in April depending on snowpack. This year we were above average so we set aside the maximum 1,000 acre-feet and we have been following – that annual volume has been distributed through time with what's called a hydrograph that is proposed by the Santa Fe River Commission. So we're following that hydrograph and to this point, we haven't had any releases in excess of that hydrograph. We have been treating everything. Either treating it releasing it to the river or releasing it to the best use.

COMMISSIONER GREENE: So there isn't an over capacity that you have to like go to 1,200 or something like that because you're trying to do an accelerated drawdown?

DR. ROACH: Commissioner Greene, not this year. You'll remember maybe last year we had an excess of water and we weren't even trying to empty the reservoirs and we had maybe a month of over 20 CFS in the river that was excess flow. This year we did have a very good snowpack but we didn't have a wet spring so we were able to catch all of it. And, correct, we are just either treating or releasing what we were targeting to release to the river.

COMMISSIONER GREENE: Okay. And if the Rio Grande gets a little silty and dirty and we have to – it just goes to the wellfields for a couple weeks or until things clear up.

DR. ROACH: Commissioner Greene, that's a very astute question. Typically, we will see that occur in July and August during monsoon events. Those events can cause turbidity in the Rio Grande that we would rather not divert. But it is typically for half a day or a day not for weeks at a time. So the operators have a threshold turbidity at which they will stop diverting and then if we're unable to divert enough water at BDD to continue the production that we would like to see, then, yes, we'll make up for it with other sources.

COMMISSIONER GREENE: Thank you for clarifying the time scale. If it's a couple of hours that seems less of a threat than a big monsoon –

DR. ROACH: We do see in July and August, we can see in good monsoon years that, although it is 8 hours on or 12 hours off, we'll still see it reflected in the monthly numbers that we weren't able to produce what we might have hoped to produce. And I would just point out that there is an agreement in place between the City and County called, The Shared Pool Agreement, which gives us the flexibility to shut down BDD when we might just prefer not to run it and the County is not left in a position of needing to pay for a water resources agreement water – they may have a built up credit that we can tap into that gives the City the operational flexibility to stop using the BDD for discretionary reasons. So that's a nice agreement that we have in place that allows us to do that.

COMMISSIONER GREENE: Thank you for clarifying.

COMMISSIONER HANSEN: Madam Chair.

CHAIR ROMERO-WIRTH: Hold on just a second, Commissioner. I want to go to Board member Schmidt-Petersen first.

MR. SCHMIDT-PETERSEN: Thank you, Madam Chair. Dr. Roach, just a quick question about the BDD operation itself. I notice as we've discussed, the May

operations have been somewhat above average and I'm assuming from what I've heard that June will be the same. Does that cause any long-term issues or operational concerns at BDD or is it well within the operational bounds?

DR. ROACH: Madam Chair, Member Schmidt-Petersen, that's a good question and I guess I would point out that the capacity of the BDD at the diversion location was designed to be 18 million gallons per day and at the treatment plant 15 million gallons per day. Now there have been issues with us being able to run the diversion or the plant at capacity that we're addressing. But fairly comfortably in the years that I have been overseeing BDD, 6 to 7 MGD of treated water is very comfortable.

MR. SCHMIDT-PETERSEN: Thank you.

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Madam Chair. I just wanted to mention that yesterday I did see water in the river at South Meadows. So it has made it quite a ways down there and I'm sure that people on the south side are appreciative. I know it's at San Ysidro because everybody complains about having to go through the water.

DR. ROACH: Madam Chair, Commissioner Hansen, I want to use that opportunity to point out a fantastic citizen science initiative that the Watershed Association have put out to try and track the leading edge of the river. And the idea being that you have an app and if you're at the river and see where it is actually going into the ground, you make a note of that so that we can have a sense of how far is the water getting down through time.

COMMISSIONER HANSEN: I think it's important for people to know that the river does get wet and South Meadows is a good distance from the reservoir.

DR. ROACH: And last week I went on a tour of the lower Santa Fe River and the river was wet all the way to the treatment plant.

CHAIR ROMERO-WIRTH: Okay, other questions from the Board on this presentation? All right, we'll move on.

b. Report from the BDD Facilities Manager

CHAIR ROMERO-WIRTH: Dr. Roach, you'll be doing this one also on behalf of Rick Carpenter, the Facilities Manager.

DR. ROACH: Madam Chair, thank you. I want to just touch on the rebuild project progress. The Technical Working Group is working with Procurement and we have made it through the RFQ, the request for qualifications. We are now – and have received those responses and now we are evaluating and reviewing the responses.

And then on vacancies, the key here that I want to mention is that in this report it shows five vacancies that are open and advertised and five that are opened and not advertised. There's actually one more in each of those categories. The first one is for Rick Carpenter, the facilities manager, he has reached a point at which he can retire and has announced his intent to do so effective the end of July. We have reposted that position already and the plan there is to, if possible, double fill the position prior to July 31st so there can be some overlap between Rick and the incoming facilities manager. And if that doesn't occur, then we have ideas on interim facilities managers while we work on getting a permanent replacement for Rick.

And I guess the other one that I would mention is that Randy Sugrue has also reached that point and has announced his retirement effective the same day, end of July, as well. And

the plan for that is also very similar. I had hoped that that posting would also be up this week but it will be posted next week for Randy's position. Same idea is to try and double fill to get some overlap between Randy and his replacement before he leaves. In that case, I feel like we have more of a pipeline. It's historically been more difficult to find a facilities manager than an operation superintendent. And I would remind the Board that in the last few months you approved a proposal for the City to have a floater superintendent and that was set up to be ready for exactly this type of eventuality. So the plans for both positions are the same. If I had to bet a beer on which one would be able to be double filled it would probably be the operation superintendent even though we haven't quite posted that yet. It will post next week.

CHAIR ROMERO-WIRTH: Is that the end of your report?

DR. ROACH: And with that, I will stand for questions.

CHAIR ROMERO-WIRTH: And I'll just note that Mr. Sugrue and Mr. Carpenter will be here the July meeting. There is nothing weird about why they are not here. Mr. Carpenter is not feeling well and I'm not sure what's happening with Randy. But I just want everybody to know that they'll be here next month and we certainly will want to send them off because they had incredible service to this facility and to this Board and we want to make sure we send them off with the pomp and circumstance that they're due. So I just want to make that clear.

Also, I think another thing to make sure that the Board is aware is that there is an amendment to the Management Agreement, it's amendment 8, that dictates how a facilities manager is hired and we are in the process of following that. So I just wanted to assure the Board that that process will be used in filling the position. With that, questions from the Board? Commissioner Greene then Commissioner Hansen.

COMMISSIONER GREENE: Thank you, Madam Chair. Jesse, you had your hand raised in a clarification point but my question would be to you and hopefully you'll clarify. Did that floater position get filled or is that one of the positions that is here that is posted that can fill in for Rick's position?

DR. ROACH: Madam Chair, Commissioner Greene, that floater position did get filled. It was filled by Leroy Alvarado formerly of the County. He, at the moment, is being used at the wastewater treatment plant. So in a perfect world, at this point in the year, he'd be at Canyon Road but the nice thing about that floater is that when there is attention needed at one of those facilities that they can go there. So that's where he is now. Potentially, he could be available if we're unable to double fill by the time Randy is gone.

I wanted to mention that Randy does have a fair amount of leave built-up so he's out this entire week using some of that leave.

And then I wanted to also thank the Chair for reminding me, I also wanted to say that the interview committee for Rick's replacement for the facilities manager will myself, Brian Snyder from the County, and Board member Schmidt-Petersen from the Board. That will be the three that are involved in selecting a replacement.

CHAIR ROMERO-WIRTH: And I will just qualify that that is dictated by amendment #8 to the Management Agreement. So that's where that construct comes from. We didn't just make that up.

DR. ROACH: Madam Chair, the citizen member is dictated by amendment #8. And the County involvement is something that we feel is the right thing to do..

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: And then on amendment #8 isn't it brought to the full Board for approval of the facility manager?

CHAIR ROMERO-WIRTH: I'm going to defer to our legal counsel, Nancy Long.

MS. LONG: Yes, Commissioner Hansen, you are remembering correctly that the finalists to the position are brought to the Board in executive session, to the full board, before a selection is made.

COMMISSIONER HANSEN: Thank you.

CHAIR ROMERO-WIRTH: Other questions from the Board? Board member Schmidt-Petersen, jump right in, don't be shy.

MR. SCHMIDT-PETERSEN: Thank you. Just one quick question, I think I remember from the last meeting that the RFQ, that responses were due on May 17th and it sounds like you received them. I just wondered how many responses you received.

DR. ROACH: I'm not at liberty, I don't believe, to provide that information.

MS. LONG: We're in the middle of that procurement so it is all confidential at this point to preserve the integrity of that process. It's a good question but we just can't answer it right now.

CHAIR ROMERO-WIRTH: Any more questions on this point? Thank you, appreciate you filling in for both those folks.

c. Presentation and Update on the 2023 Annual Report of the Middle Rio Grande Endangered Species Collaborative Program

[Exhibit 1: 2023 Annual Report]

CHAIR ROMERO-WIRTH: Okay, so this is a presentation and update on the 2023 Annual Report of the Middle Rio Grande Endangered Species Collaborative Program; welcome, Mr. Harwood.

KYLE HARWOOD (BDD Counsel): Thank you, Madam Chair. Good afternoon. Some of you may remember that we did a 2022 annual report update not long ago. That annual report was quite delayed. This report is more on time which is why you're seeing two years worth of annual reports in just a couple of months. And in case you're feeling that you've heard this caption before, that's why. But it is for a different year.

So I've just handed out a printed copy of what is in the packet for everyone in the public which is a copy of the annual report. It goes on in some length to talk about the various partnerships, the various entities, the role of the executive committee of the collaborative program in working to keep the four listed species alive in the middle valley: two birds, a flower and a fish. With last year's very, very high runoff, the minnow did quite well. The propagation of the minnow did quite well and we were told what we call CPUE numbers which is "catch per unit effort" which is a number we have talked about before, and there are thresholds for CPUE numbers that trigger reopening of the biological opinion for the silvery minnow and the numbers that we are seeing are way, way, way above those thresholds for last year which is nice and comforting. It was an unusual water year but we also had mutually good numbers for the minnow.

I'm going to pivot just for a second and mention what is noted on the third paragraph of the background section which is kind of the big news that we're expecting for the Rio Grande chub and the Rio Grande sucker. There will be a listing decision made by next

Friday, a week from tomorrow, by court order that listing decision is required. It is a black box right now of what that decision is until it is within the Federal Register. So we don't know if the listing will be warranted or not and if it is warranted, whether it will be threatened or endangered for these two fish. And we also don't yet know some very important critical pieces of information as it might relate to water operations and as it might relate to affecting the Buckman project's environmental permits. There is a standard reopener at the back of the Record of Decision that says if there are new listing decisions made, the diversion project, such as ours and frankly Albuquerque's those, that coverage underneath the ESA can be reevaluated. So we are looking at some big news by no later than a week from tomorrow and we will bring that news back to the Board to follow.

I think with that, I'll stand for any questions, Madam Chair.

CHAIR ROMERO-WIRTH: Thank you. Questions from the Board. Commissioner Greene and then Board member Schmidt-Petersen.

COMMISSIONER GREENE: Thank you, Kyle. Given the scope of these two big decisions, what are the scenarios that we should be thinking about?

MR. HARWOOD: The scenarios run from no change to tremendous change and it is very, very hard to know yet given the full breathe of the possible decisions to know what we're looking at in terms of either water operations or whether any of the coverage documents need to be revisited. So it's really the whole range and until we learn what Secretary Haaland's decision is on these two petitions. They started as petitions from non-governmental entities many, many years ago pointing out that the service had failed to follow its own internal timeline for making decisions and that became a court case in the District of Columbia jurisdiction which is where those are brought and the opinion and order granted the service the additional time to this summer to make listing decisions. The decision is actually quite interesting where you can see the judge wrestling with the competing claims of the defendants and plaintiffs. But we have the order and the order says listing decisions for two of the species are due by a week on Friday.

COMMISSIONER GREENE: What does dramatic mean; turning off BDD and relying on wellfields or turning it off for a month during drier periods of time or how –

MR. HARWOOD: You would have to link together – so it's a very good question, Commissioner Greene. You would have to link together a fairly extraordinary series of decisions to get to anything as dramatic as that. We don't know, for example, what the decision is. It may be not warranted. It may be threatened not endangered. The big part in the process will be how the service designates what is called "critical habitat" which will presumably be a portion of the historic range where the fish are found now and then the really big question will be whether water operations need to change to support these fish. And then I think after that, we get to looking to see whether diversions that are currently covered under the current environmental coverage need to be revisited. And only then if it is found lacking would you start talking about what you would or could or should do if the current coverage is lacking.

As I said, there is a very long sequence there that needs to be resolved before we know whether there is any impact on our current coverage.

COMMISSIONER GREENE: I guess this question would be more for Dr. Roach. Are you scenario planning in your operations of the water resources of the City and BDD?

DR. ROACH: Madam Chair and Commissioner Greene, we do scenario

planning but we haven't scenario planned around potential changes to the EIS. We typically related to BDD look at either disruptions in San Juan-Chama water availability or fire near or in the Rio Grande watershed close enough to the diversion that we could be significantly disrupted and our operations at BDD for extended periods of time. And I will say that generally for the City-County system we try to prepare for scenarios that are beyond, necessarily our ability to really explain how it would occur but just say, if we lost BDD for multiple years, what would it mean to the system.

COMMISSIONER GREENE: Thank you very much for the doom and gloom and hope for the best.

MR. HARWOOD: If I could just add, Madam Chair. Perhaps it would help put this in context, Commissioner Greene, is for example for the silvery minnow we have a limited band on diversions – limited range of diversions that we may do when the river gets down to certain flow levels in order to thread a support to the minnow – just so you have a frame of reference – that's the kind of mechanism that was used in order to support the silvery minnow specifically with its biology, when we got this project permitted now what is it 15 years ago,

The idea is to support the species but we have all of these unknowns that I've already listed before we get to knowing whether any water operations or project operations will be affected.

COMMISSIONER GREENE: I've got a lot more questions but I'll bet you we're going to ask those in a month when we have the answers.

MR. HARWOOD: Well, we're almost at the end of the meeting –

CHAIR ROMERO-WIRTH: Board member Schmidt-Petersen.

MR. SCHMIDT-PETERSEN: Thank you, Madam Chair. Mr. Harwood, Mr. Greene, thank you because those were similar questions to what I had. But just as a bit of a follow on to that collaborative program. Do you think that they will seek to take on additional species, maybe the chub and the sucker if the range is not the middle valley? Do you have a feeling for that and what that might mean one way or another?

MR. HARWOOD: As you know, Rolf, that's a great question. I think everyone is really waiting to see what the listing decision is before going down those paths. I should also mention, we are expecting a 60-day comment period after the listing decision and there have been a series of meetings convened for the non-federal members of the collaborative program to just make sure everyone's got the same background briefing on these decision and have the petitions and there's a conservation strategy that was prepared and approved by a lot of governmental entities after the petitions were processed. So there's a lot out there but how, when and whether the current Middle Rio Grande Endangered Species Act Collaborative Program will get its hands around these new listing species, I think we're just waiting to know what the decision is before we know whether we have a question to answer in that respect or not.

CHAIR ROMERO-WIRTH: Other questions from the Board? Thank you for the update. We will be very interested to hear.

MR. HARWOOD: Thank you.

8. ACTION ITEMS: DISCUSSION AND ACTION – There were none.

9. MATTERS FROM THE PUBLIC

[Exhibit 2: Katherine Shera: Public comment for the BDD B meeting of May 6, 2024]

CHAIR ROMERO-WIRTH: Matters from the Public. Do we have anybody who would like to speak? Yes, come on up.

KATHERINE SHERA: Thank you Madam Chair and members of the Board.

CHAIR ROMERO-WIRTH: You want the microphone to be on green. And you have two minutes to address the Board.

MS. SHERA: Oh, gosh, I'll talk fast. Thank you, Madam Chair and members of the Board. My name is Katherine Shera. I live here in Santa Fe. I provided you with a copy of my public comments because I wasn't sure –

CHAIR ROMERO-WIRTH: If you could speak into the mic just so that everyone can hear you. I am sorry.

MS. SHERA: Sure. So my comments today have to do with a letter I sent to you a week ago. I sent it to the City officials and the members of the Board and the letter has to do with the emerging problem of PFAS contamination in municipal drinking water sources and it includes every a Request for Information from the City regarding PFAS contamination testing. Because some of those questions in my letter pertain directly to BDD operations . I'd like to take this opportunity to bring it to your attention. Although I've asked City officials to respond to my full Request for Information in writing as well as a comments or discussion – for today, I'll begin by quoting some background information from the text of my letter in Questions 2, 3 and 6 on the attached Request for Information which pertain to BDD operations specifically. And I guess in the interest of time, I will skip over those quoted passages. The first one is basically it provides evidence from the literature regarding the relative ineffectiveness of granulated active carbon filtration process which is used at BDD to remove certain classes of PFAS compound which are known as short-chain PFAS compounds and branched PFAS isomers. Given that, and also given the need for regular replacement of spent activated granular activated carbon media to remove the long-chain PFAS; I'd like to raise question #2. Are alternative treatment methods currently available to or planned for the BRWTP to more effectively capture those short-chained and branched PFAS isomers? And question #2, how frequently are the GAC media at the BRWTP replaced or regenerated? How has the spent activated carbon media disposed of in order to prevent captured PFAS contaminates from leaching into nearby waterways and to prevent the emission of volatile PFAS precursor compounds into ambient air in the vicinity of municipal landfills.

And lastly, question #6, is the City working with LANL, Los Alamos County, NMED, DOE and other entities to identify PFAS compounds, especially those that are unique to past or present operations at LANL that threaten to contaminate regional water sources including the Rio Grande, and thus be relevant to operations at the Buckman, Rio Arriba and Española water treatment plants?

CHAIR ROMERO-WIRTH: So you are past two minutes.

MS. SHERA: All right. Okay.

CHAIR ROMERO-WIRTH: We did get your letter. I know as a City Councilor I received it the one you sent we did get it here today and we have it for the record. So thank you.

MS. SHERA: Wonderful. Thank you so much for the opportunity to comment.

CHAIR ROMERO-WIRTH: Other members of the public?

8. MATTERS FROM THE BOARD

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you. I wanted to share with you that last month at my Coffee and Tea under the Tree, John Dupuis who is the water director for the City and Hannah Risely-White who is the Interstate Stream Director, both spoke and it was a really great conversation. There was a lot of engagement. There was over 20 people there asking questions and everyone was really happy to have that interchange and an opportunity to talk about these questions.

In regard to PFAS, the County is doing a lot of investigation but at the moment there is no standards set. NMED does not even have standards. We are in an in-between state and yesterday I was also at a meeting with the technical working group from LANL that I sit on or have sat on since 2020 and there was a big discussion about PFAS and what we're going to do about it. And so your comments are extremely timely but I think we all have to think about the issues that PFAS and I do think we should engage with LANL and with NMED about this because testing is not available at the moment at least not from NMED so far that I have heard.

So I think we need to find some testing. I think we need to find some ways to help our citizens become more aware of the issue of PFAS and ways to screen it out. Thank you.

CHAIR ROMERO-WIRTH: Other comments from the Board? Commissioner Greene.

COMMISSIONER GREENE: Thank you very much. Okay, two points. One is Santa Fe County and it may be somewhat related to BDD but it has to do with water quality in our general region. Santa Fe County enacted a new part of the Affordable Housing Act and a homeowners' assistance program which is typically used for home efficiency upgrades and ADA upgrades but it has been allowed to be extended water filtration systems for those that are qualified. I don't know if this is something that maybe the City wants to look at as well. But I know that Santa Fe County has done that and so I encourage people in the County that feel that they need to implement or install those to seek County assistance.

And then I noticed it is the next item on the agenda of the next meeting of Thursday, July 11th. I am pretty sure that two of us in the room, including myself and the alternate and Commissioner Hansen are going to be on an airplane to NACo. So we will probably be unable to be here unless we are in a hotel and can zoom in.

CHAIR ROMERO-WIRTH: Commissioner Hansen. Oh, Commissioner Greene, are you done?

COMMISSIONER GREENE: Yes, I'm done. Thank you very much.

COMMISSIONER HANSEN: On that topic, I was just looking at my calendar also. I do recognize that July 4th is the first Thursday of the month. But I really am sad to miss this first meeting especially since it's Rick's last meeting and I don't know that you'll have a quorum but you might look into it. If there was some way that it could be the following week, I'm sure that Commissioner Greene and I would be happy about that.

CHAIR ROMERO-WIRTH: Thank you for letting us know. Other comments from the Board? Board member Schmidt-Petersen, you sort of look like you want to talk.

MR. SCHMIDT-PETERSEN: Madam Chair, I was just – in response to or just a question related to the public comment. I thought that Mr. Lazarus at the last meeting talked

about the different tier levels of the workplan and one of them is PFAS. I wondered if that evaluation would go into some subjects that we're presented today.

CHAIR ROMERO-WIRTH: So we can't really have a back and forth here. The public comment is one-way our comments as the Board are usually statements or asking questions and we can follow up on some of this stuff.

MR. SCHMIDT-PETERSEN: Great.

CHAIR ROMERO-WIRTH: Other comments from the Board?

11. NEXT MEETING: Thursday, July 11, 2024 at 4:00 p.m.

CHAIR ROMERO-WIRTH: Our next meeting as has been pointed out, apparently is problematic. It's July 11th at 4 p.m. here.

12. ADJOURN

Having completed the agenda and with no further business to come before the Board, Chair Romero-Wirth declared this meeting adjourned at approximately 4:45 p.m.

Approved by:

Carol Romero-Wirth, Board Chair

Respectfully submitted:

Wordswork

ATTEST TO

GERALYN F. CARDENAS
CITY OF SANTA FE INTERIM CLERK

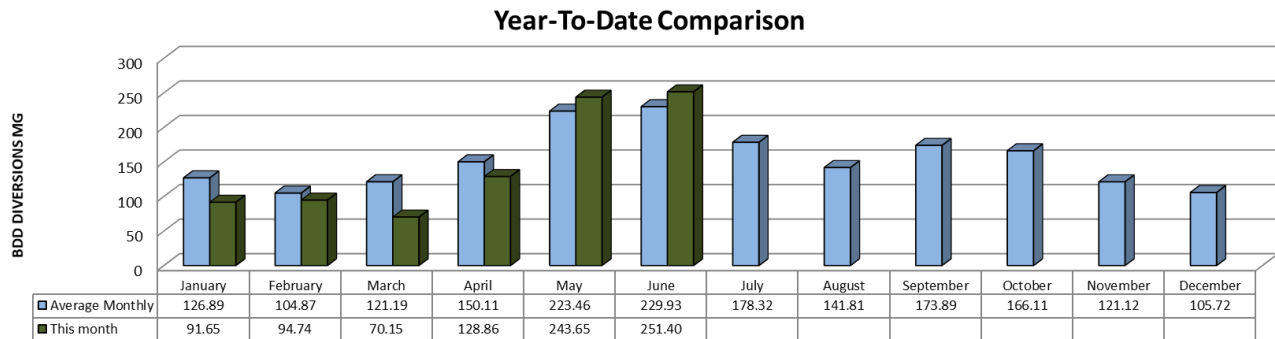
Date: July 11, 2024
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of June 2024

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of June 2024. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:
 - a. Raw water diversions: 8.38 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 7.02 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 1.18 MG
 - d. WTP Onsite water storage variation: 0.18 MGD Average. (Average gain or loss per day to the 12MG WTP onsite storage.)

2. The BDD is providing approximately 49% percent of the water supply to the City and County for the month.

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



Regional Water Overview

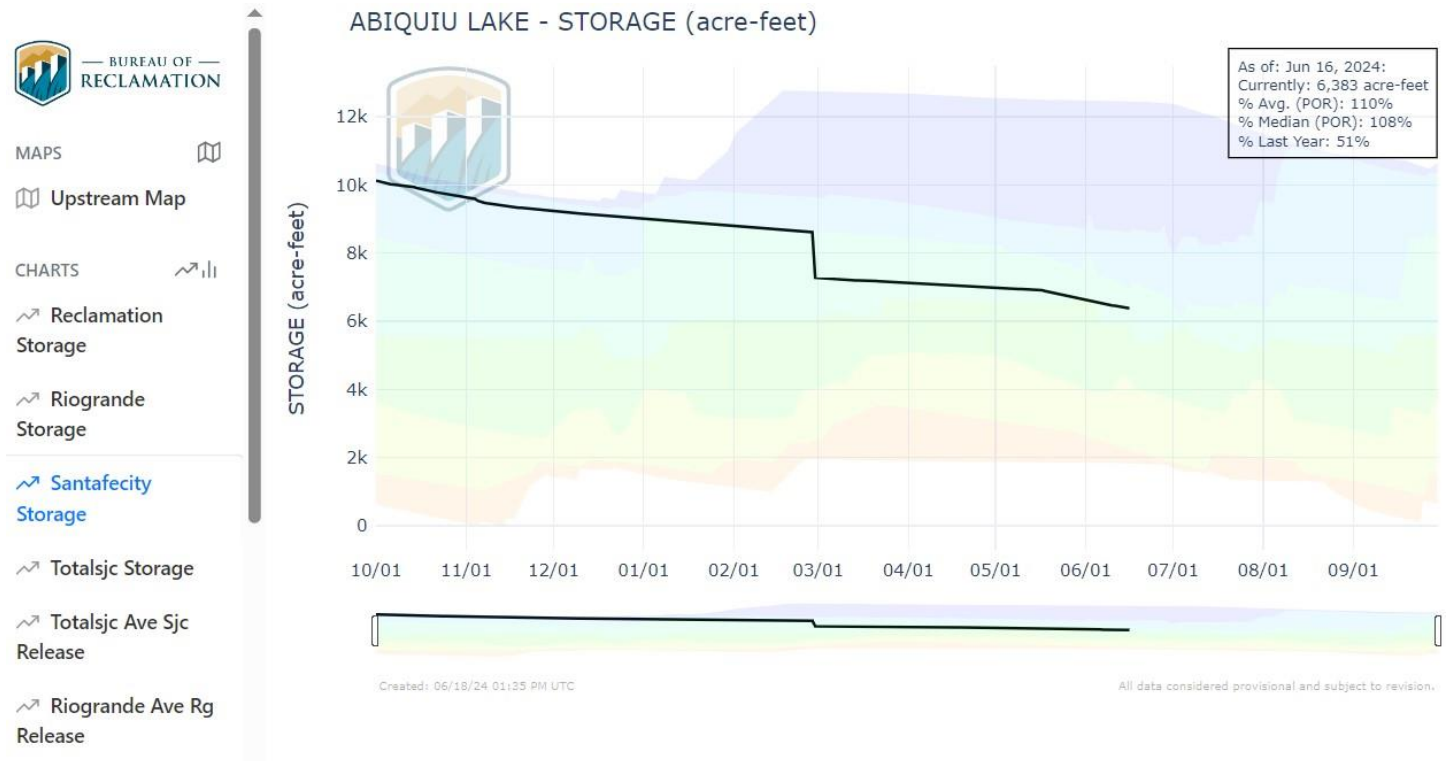
Daily metered regional water demand for the month of June 2024 is approximately 14.4 MGD.

Rio Grande flows for June 2024 averaged approximately 1000 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 61.3%/McClure: 10.1% (52% combined) Watershed Inflow: 4.0 MGD

City/County/LC Storage- as updated by partners. As of June 16, 2024 City of SF Abiquiu SJC storage is at about 6383AF.

As of May 1, 2024 the City of Santa Fe has been allocated 2718AF of 5230AF and SF County 195AF of 375AF of SJCP water.



ENSO Summary June 17, 2024

ENSO-neutral conditions are present.*

Equatorial sea surface temperatures (SSTs) are above average in the west-central Pacific Ocean, near average in the east-central Pacific Ocean, and below-average in the far eastern Pacific Ocean.

La Niña is favored to develop during July-September (65% chance) and persist into the Northern Hemisphere winter 2024-25 (85% chance during November/January).

Buckman Direct Diversion Monthly SJC and Native Diversions

Jun-24								
In Acre-Feet								
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native VIA SFC 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	283.691	91.173	0.000	192.518	192.518	0.000	0.000	1.986
FEB	293.064	112.967	0.000	180.097	180.097	0.000	0.000	1.858
MAR	217.014	95.914	0.000	121.100	121.100	0.000	0.000	1.475
APR	396.998	255.245	67.230	74.523	74.523	0.000	0.000	1.004
MAY	750.899	395.038	123.438	232.423	232.423	0.000	0.000	1.347
JUN	761.898	430.100	0.000	331.798	233.120	108.678	0.000	1.495
JUL	0.000	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	0.000
SEP	0.000	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	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
TOTAL	2,703.564	1,380.437	190.668	1,142.459	1,033.781	108.678	0.000	9.166

In Million Gallons

Month	Native COUNTY	SFC Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
JAN	29.698	0.000	61.974	61.974	0.000	0.000	91.672
FEB	36.797	0.000	57.976	57.976	0.000	0.000	94.773
MAR	31.242	0.000	38.910	38.910	0.000	0.000	70.153
APR	83.142	21.899	23.913	23.913	0.000	0.000	128.954
MAY	128.677	40.208	74.921	74.921	0.000	0.000	243.805
JUN	140.098	0.000	108.077	75.935	35.400	0.000	248.175
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	449.654	62.107	365.771	333.629	35.400	0.000	877.531

Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-23								
In Acre-Feet								
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native VIA SFC 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	202.766	170.639	0.000	32.127	32.127	0.000	0.000	0.316
FEB	198.863	198.863	0.000	0.000	0.000	0.000	0.000	0.000
MAR	298.509	283.752	0.000	14.757	-0.183	14.940	0.000	0.148
APR	539.513	456.749	68.929	13.835	13.835	0.000	0.000	0.050
MAY	594.828	462.276	132.552	0.000	0.000	0.000	0.000	0.000
JUN	584.178	458.973	125.205	0.000	0.000	0.000	0.000	0.000
JUL	775.090	29.584	0.000	745.506	600.980	144.526	0.000	3.448
AUG	691.219	0.000	0.000	691.305	661.055	30.250	0.086	3.300
SEP	543.466	0.000	0.000	548.792	488.899	59.893	5.325	2.629
OCT	450.861	0.000	0.000	462.141	409.826	52.315	11.280	4.339
NOV	305.383	0.000	0.000	310.512	297.964	12.549	5.129	3.046
DEC	201.257	0.000	0.000	214.254	214.254	0.000	12.996	2.142
TOTAL	5,385.935	2,060.836	326.686	3,033.229	2,718.756	314.473	34.816	19.417

In Million Gallons

Month	Native COUNTY	SFC Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
JAN	55.583	0.000	10.347	10.347	0.000	0.000	65.930
FEB	64.776	0.000	0.000	0.000	0.000	0.000	64.776
MAR	92.427	0.000	4.752	-0.059	4.819	0.000	97.179
APR	148.778	22.453	4.484	4.484	0.000	0.000	175.714
MAY	150.579	43.176	0.000	0.000	0.000	0.000	193.755
JUN	149.503	40.783	0.000	0.000	0.000	0.000	190.286
JUL	9.636	0.000	240.180	193.965	46.562	0.000	249.817
AUG	0.000	0.000	222.731	213.366	9.764	0.028	222.731
SEP	0.000	0.000	176.814	157.483	19.331	1.735	176.814
OCT	0.000	0.000	148.909	132.288	16.887	3.674	148.909
NOV	0.000	0.000	100.009	95.960	4.049	1.671	100.009
DEC	0.000	0.000	68.993	68.993	0.000	4.233	68.993
TOTAL	671.282	106.412	977.219	876.827	101.412	11.341	1,754.914



Date: July 11, 2024

To: BDD Board

From: Rick Carpenter, BDD Facilities Manager

Re: BDD Facilities Manager Monthly Update to the BDD Board

Item and Issue

Below is the monthly update from the BDD Facilities Manager for the July, 2024 Board meeting:

- Major Repair and Replacement (MR&R) Fund. The BDD Facility Manager is to provide updates as needed on MR&R fund expenditures or other major expenditures on projects. An unexpected repair was required on a raw water pipeline which failed. The cost of the repairs was about \$28,000.
- BDD Re-Build Project Progress. The Technical Working Group is working with City of Santa Fe Procurement in developing the RFQ/RFP process. An RFQ (qualifications only) for design and construction has been advertised. Staff will provide further information as it becomes available.
- Current Vacancies.

The following positions are vacant/open and currently advertised:

- Journeyman Electrician
- Compliance Officer
- Accounting Supervisor (The position has closed and an offer is pending.)
- Water Operator Intermediate
- Water System Operator Basic

The following positions are vacant/open not currently advertised:

- Automation and Security Technician
- Repairman Basic
- Repairman Intermediate
- Safety and Training Officer
- Warehouse Planner Technician



Memorandum



Buckman Direct Diversion

Date: July 2, 2024
To: The Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Subject: FY25 Chemical Award Extensions

ITEM

Request for approval to extend a price agreement for chemical bids for an additional year from various vendors for an estimated amount of \$607,779.50 for FY25.

Background

The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. Quantities purchased are based on anticipated flows and estimated dosages as determined by Operations.

On May 7, 2021, staff awarded RFP '21/39/B, -BDD Water Treatment Chemicals, to various vendors as listed in the chart below.

The BDD is exercising the option to extend the purchase of these goods for an additional year. This is year four of the allowed extension of a four year period. Staff has submitted an extension request to each supplying vendor, in which all extensions have been reviewed and will be renewed upon approval.

Item #	Vendor Name	Description	Unit	Price	Estimated QTY	Total Cost
1	Kemira Water Solutions, Inc.	Ferric Chloride	Price per LB	0.32	800,000.00	\$256,000.00
2	DPC, Inc.	Sodium Hydroxide	Price per LB 25%	0.28	230,000	\$64,400.00
2	DPC, Inc.	Sodium Hydroxide	Price LB 50%	0.5197	185,000.00	\$96,144.50
3	Polydyne Inc.	Polymer	Price per LB	1.50	25,000.00	\$37,500.00
4	Sterling Water Technologies	Zinc Orthophosphate	Price per LB	0.8814	45,000.00	\$44,070.00
5	N/B	Calcium Thiosulfate	Price per LB	N/B	20,000.00	0
6	DPC, Inc.	Sulfuric Acid	Price per LB	0.49	15,000.00	\$7,350.00
7	Matheson Tri-Gas	Liquid Oxygen	Price per CU.FT	0.0085	10000000.00	\$91,300.00
8	DuBois Chemicals, Inc.	Hydrofluorosilicic Acid	Price per LB	0.4088	25000.00	\$11,015.00
9	DPC, Inc.	Sodium Hypochlorite	Price per Gallon	3.00	80,000.00	\$240,000.00
				Total		\$607,779.50

Recommendation

BDD Staff recommends approval of award to multiple vendors as listed above for the procurement of water treatment plant chemicals. Funding is available in our approved FY2025 operating budget.

BU/LI Chemicals 800.119999

Approved By BDDDB July 11th, 2024

Carol Romero-Wirth, BDDDB Chair





Date: July 11, 2024
To: Buckman Direct Diversion Board
From: Monique Maes, BDD Contracts Administrator
Via: Rick Carpenter, BDD Facilities Manager
Re: Daniels Insurance Inc. Amendment No. 4

ITEM

Request for approval of Amendment No. 4 to the Professional Services Agreement Item #21-0421 with Daniels Insurance, Inc to increase compensation in an amount up to \$12,346.39 plus applicable NMGRS for FY2025 insurance coverage services.

BACKGROUND

On June 6, 2024, the BDDDB approved a contract with Daniels Insurance in an amount not to exceed \$148,119.00 for FY2025 insurance coverage services. However, this estimate was not sufficient for the new amount required. This estimate was based on current exposures. Inadvertently the vendor did not account for a 4% increase in the overall account rate and a 6% increase in exposures.

Additionally, the cyber insurance, previously included in the program quote, is now a stand-alone item, adding over \$4,000 to the total cost.

The final renewal number (total compensation) reflects these changes, leading to an overall increase of approximately 10% (6% due to increased exposures and 4% due to rate adjustments, plus the stand-alone cyber coverage).

The program remains highly competitive in a volatile market, which is experiencing non-renewals and significant rate increases across all lines. The vendor will continue to negotiate annually to keep these rates competitive.

This policy renewal is for fiscal year 2024-2025 necessitates a budget increase of \$12,346.39. The cumulative expenditure over the four-year term shall not exceed \$562,900.39.

Procurement Method: RFP 21/36/P

Munis Contract Number: 3202833

Funding Source: Operating budget

ORG/OBJ: #8000801.555860

PL Code: BDD9000



ACTION

Staff recommends approval of Amendment No. 3, to the PSA with Daniels Insurance Inc.

Approved by BDDB July 11, 2024

BDD Chair, Carol Romero-Wirth

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
DANIELS INSURANCE INC.
ITEM# 21-0421, #22-0330, #23-0422**

This AMENDMENT No. 4 (the "Amendment No. 4") to the Professional Services Agreement dated July 6, 2021 ("Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Daniels Insurance, Inc. ("Contractor"). The date of this Amendment No. 4 shall be the date when it is executed by the BDDDB Chair.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide insurance brokerage, risk control services and claims management as described in Exhibit A of the Agreement.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Twelve Thousand Three Hundred Forty-Six and .39/100 Dollars (\$12,346.39) so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Five Hundred Sixty-Two Thousand Eight Hundred Ninety and .39/100 Dollars (\$562,890.39) plus applicable gross receipts tax, paid in accordance with the fee schedule attached hereto as Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment No. 4, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carol Romero-Wirth, BDDDB Chair

Date: _____

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

ATTEST

Geraldyn F. Cardenas, City Clerk

APPROVED FOR FINANCES

City Finance Director, Emily Oster

**CONTRACTOR:
Daniels Insurance Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue
CRS# _____

City of Santa Fe Business

Registration# _____



Date: July 11, 2024
To: The Buckman Direct Diversion Board
From: Monique Maes, BDD Contract Administrator
Via: Rick Carpenter, BDD Facilities Manager
Subject: On-Call General Services Agreement

ITEM

Request for approval of a General Service Agreement for on-call services with Pumptech Holdings LLC. DBA Alpha Southwest in the amount of \$65,000 plus applicable tax for FY2025.

BACKGROUND AND SUMMARY

A Statewide Price Agreement (#40-00000-23-00018) exists for the installation and service of water systems with our vendor, DBA Alpha Southwest, Inc. This agreement will provide on-call labor related services for the operations and maintenance of the BDD Water System. This agreement will be valid for one year and will terminate June 30, 2025. The accordance of this agreement will services allowed for necessary emergency on-call repair, installation, replacement and instrumentation of machinery located throughout the Water System locations.

ACTION REQUESTED

Staff recommends approval of the General Service Agreement with Pumptech Holdings LLC. DBA Alpha Southwest, Inc. in the amount of \$65,000.00 plus applicable gross receipts tax. Funding will be available within our approved FY2025 Operating Budget.

BU/LI: Service Contracts 8000810.520150
MUNIS Contract #
PL: 9300

Approved by BDDDB July 11, 2023

BDD Chair, Carol Romero-Wirth



**GENERAL SERVICES AGREEMENT
WITH PUMPTECH HOLDINGS, LLC
d/b/a ALPHA SOUTHWEST AN IMPEL COMPANY**
Installation and service of water capture system

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board, hereinafter referred to as "BDDDB," and Pumptech Holdings, LLC, d/b/a Alpha Southwest an Impel Company hereinafter referred to as "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. Scope of Work

A. Contractor shall provide work that may include but is not limited to, installation, diagnostics, electrical, removals, repairs, parts and supplies services and materials on an as needed basis as described in New Mexico Statewide Price Agreement #40-00000-23-00018.

3. Compensation

The BDDDB shall pay to Contractor based upon fixed prices for each Deliverable item as listed in the New Mexico Statewide Price Schedule hereto attached.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the BDDDB shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the BDDDB, the BDDDB shall not pay for any products or services.

B. Payment of Invoice - Contractor may submit invoices for payment no more frequently than monthly. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE BDDB. This Agreement shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The BDDB reserves the right to renew this Agreement on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. Default and Force Majeure

The BDDB reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the BDDB, if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the BDDB due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

7. Termination

A. Grounds. The BDDB may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the BDDB's uncured, material breach of this Agreement.

B. Notice; BDDB's Opportunity to Cure.

(1) Except as otherwise provided in Paragraphs 7.A and 17, the BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

(2) Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the BDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

(3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the City of Santa Fe ("City"); or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDB's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

Contractor, and Contractor's agents and employees, are independent Contractors for the BDDB and are not employees of the City. Contractor, and Contractor's 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. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the BDDB.

11. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the BDDB.

12. Non-Collusion

In signing this Agreement, Contractor certifies Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDB.

13. Inspection of Plant

The BDDB may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the BDDB and are in addition to and do not limit any rights afforded to the BDDB by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BDDB, the State Auditor and other appropriate state and federal authorities. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient

appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the BDDDB to Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the BDDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

Contractor, upon final payment of the amount due under this Agreement, releases the BDDDB, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the BDDDB, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. 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 prior written approval of the BDDDB.

20. Conflict of Interest

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with, all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the BDDDB relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the BDDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDDB and notwithstanding anything in the Agreement to the contrary, the BDDDB may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The BDDDB reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the BDDDB, adequately serving the needs of the BDDDB.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Indemnification

Contractor shall hold the BDDDB and its employees, board members and agents harmless and shall indemnify the BDDDB and its employees, board members and agents against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the BDDDB, its officers or employees.

26. 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, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDB and its “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.

27. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in the First Judicial District, State of New Mexico, County of Santa Fe. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction and specified venue over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

Contractor's liability to the BDDB, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the BDDB's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by Contractor's negligence.

29. Incorporation by Reference and Precedence

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any BDD response to questions); (2) Contractor's best and final offer; and (3) Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the BDDB; and (5) Contractor's response to the request for proposals.

30. Workers' Compensation

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the BDDB.

31. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. Contractor shall provide and maintain an inspection system acceptable to the BDDB covering the services under this Agreement. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDB and for as long thereafter as the Agreement requires. The BDDB has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The BDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the BDDB performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services does not conform with the requirements of this Agreement, the BDDB may require Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the BDDB may:

(1) Require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

E. If Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the BDDB may:

(1) By contract or otherwise, perform the services and charge to Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) Terminate this Agreement for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in BDD facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDDB as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the Buckman Direct Diversion their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the BDDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. Contractor shall defend, at its own expense, the BDDB against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the BDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, Contractor agrees to reimburse the BDDB for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDB shall:

- (1) give Contractor prompt written notice within 48 hours of any claim;
- (2) allow Contractor to control the defense of settlement of the claim; and
- (3) cooperate with Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, Contractor shall at its option and expense:

- (1) provide the BDDB the right to continue using the product or service and fully indemnify the BDDB against all claims that may arise out of the City's use of the product or service;
- (2) replace or modify the product or service so that it becomes non-infringing;
or,
- (3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to Contractor. Contractor's obligation will be void as to any product or service modified by the BDDB to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into an agreement greater than Sixty Thousand Dollars (\$60,000.00) with the BDDB for professional services, tangible personal property, services or construction agrees to disclose whether Contractor, or any principal of Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor’s responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this Agreement. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of this Agreement, Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this Agreement, Contractor must provide immediate written notice to the BDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the BDDB, or the City, may terminate this Agreement for cause. Still further the BDDB may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDB.

40. Suspension, Delay or Interruption of Work

The BDDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDDB may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the BDDDB: Buckman Direct Diversion Board
Rick Carpenter, Facilities Manager
341 Caja Del Rio Road
Santa Fe, NM 875065
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

To Contractor: Pumptech Holdings, LLC, d/b/a
Alpha Southwest an Impel Company
205 Rossmoor Rd., SW
P.O. Box 9263
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

BUCKMAN DIRECT DIVERSION BOARD:

CONTRACTOR:

Pumptech Holdings, LLC
d/b/a Alpha Southwest an Impel Company

Carol Romero-Wirth, BDDDB Chair

NAME

DATE: _____

TITLE

DATE: _____

APPROVE AS TO FORM:

Nancy R. Long
Nancy R. Long
BDDDB Counsel

APPROVED FOR FINANCES:

Emily Oster, Finance Director

ATTEST:

Geraldine Cardenas, City Clerk



Date: July 11, 2024
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Re: Security Services with Condor-New-Age-Logistics, LLC.

ITEM AND ISSUE

Request for approval of Amendment 1 with Condor-New-Age-Logistics, LLC. in an amount not to exceed \$70,000.00, plus NMGRT, for security services through September 30, 2024.

BACKGROUND

On September 3, 2023 the Buckman Direct Diversion BDD approved a general services contract with Condor Security Services for FY24. Due to an increase in their billing, additional compensation must be added to this contract, extending the annual term to end on September 30, 2024.

BDD is exploring alternative options to lower the operating cost for security services. Condor Security provides security services 7 days a week Monday through Sunday from 5:00pm to 6:00am to the facility to include conducting patrols, reporting suspicious activity and ensuring the BDD corridor is secure.

ACTION:

Staff Recommends approval and processing of this contract. Funding is available up to an amount up to \$70,000.00 plus tax. Funding is available in the FY25 operating budget.

ORG/OBJ: 8000801.510310

PL: BDD7400

Condor: 3204266

Approved by BDDDB July 11, 2024

Carol Romero-Wirth, BDD Chair



**AMENDMENT NO. 1 TO THE
BUCKMAN DIRECT DIVERSION BOARD
GENERAL SERVICES AGREEMENT WITH
CONDOR-NEW AGE LOGISTICS, LLC
ITEM #23-0579**

This AMENDMENT No. 1 ("Amendment") amends the Buckman Direct Diversion Board General Services Agreement, dated September 3, 2023 ("Agreement"), between the Buckman Direct Diversion Board ("BDDDB") and Condor-New Age Logistics, LLC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB and Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide security services for the Buckman Direct Diversion Facilities.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Seventy Thousand Dollars (\$70,000.00), so that Article 3, paragraph A reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed Two Hundred Twenty-Three Thousand One Hundred Eighty-Four Dollars (\$223,184.00) plus New Mexico Gross Receipts tax.

2. **TERM.**

Article 5 of the Agreement is hereby amended to extend the term of the Agreement to September 30, 2024.

3. **CONTRACT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates set forth below.

[Signature Page Follows]

BUCKMAN DIRECT DIVERSION BOARD:

CONDOR -NEW AGE LOGISTICS, LLC:

Carol Romero-Wirth BDDDB Chair

DATE: _____

NAME

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

Geraldine Cardenas, CITY CLERK

APPROVE AS TO FORM:

Nancy R. Long

Nancy R. Long, BDDDB Attorney

APPROVED FOR FINANCES:

Emily Oster, FINANCE DIRECTOR



Date: July 11, 2024
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Subject: **Final Approval of Fiscal Year 2025 Annual Operating Budget**

Item and Issue:

Request final approval of the BDD Annual Operating Budget ("Budget") and Other Fund Contributions for Fiscal Year 2025.

Background and Summary:

At the March 7, 2024, BDD Board Meeting, the Fiscal Year 2025 Annual Operating Budget was approved for recommendation to the City of Santa Fe ("City") and Santa Fe County ("County"). The City and County have approved the BDD 2025 Budget, and the Budget is now ready for formal adoption by the Board.

The Joint Powers Agreement governing the Buckman Direct Diversion Project calls for formal adoption of the Budget after City and County approval.

Action Requested:

Staff recommends approval of the BDD Annual Operating Budget for Fiscal Year 2025 and the requested contributions to the Major Repair and Replacement Fund.

Approved by BDDDB, July 11, 2024

Carol Romero-Wirth, BDDDB Chair





Buckman Direct Diversion

FISCAL YEAR 2025

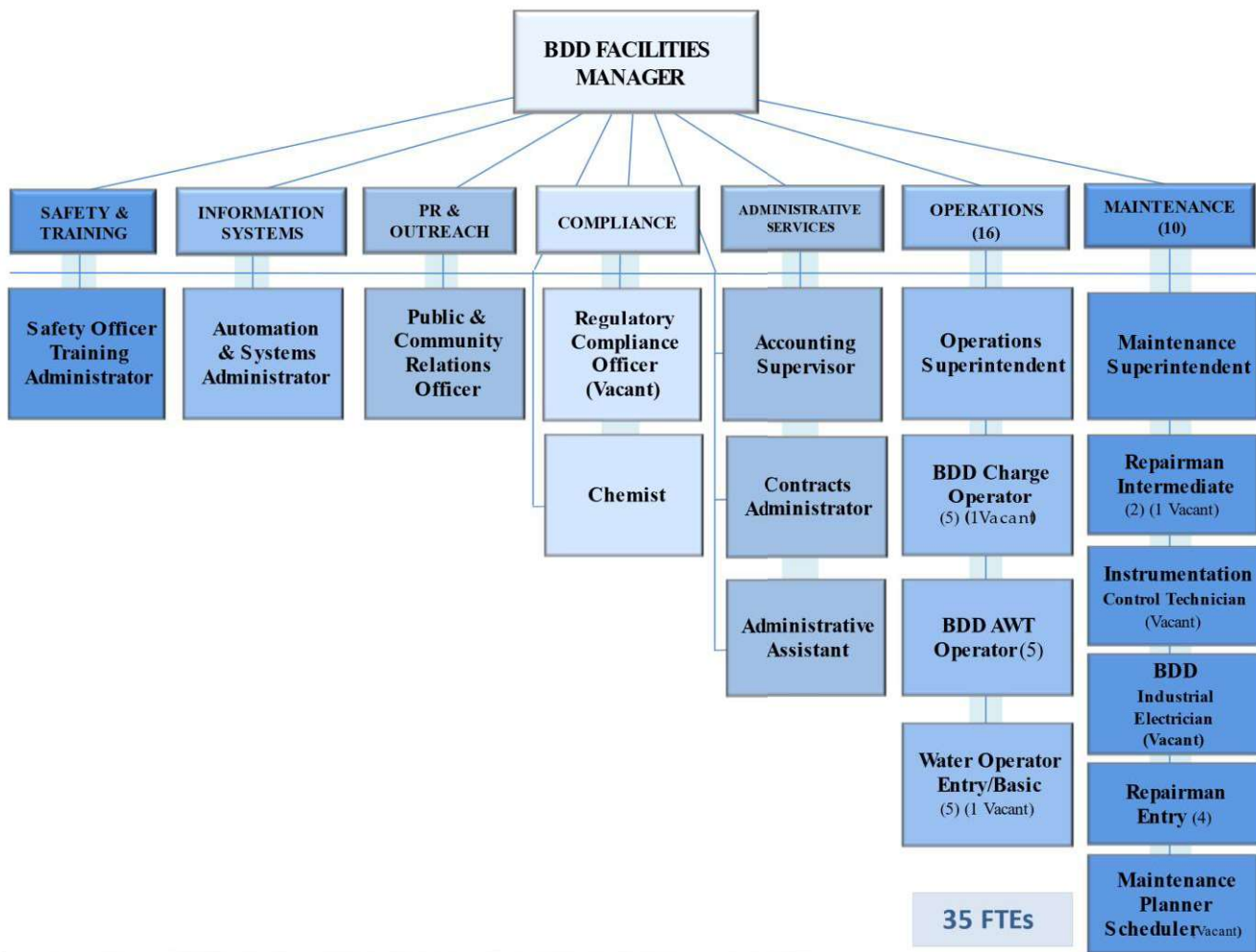
Proposed Annual Operating
Budget & Partner Contributions



Prepared by:
Rick Carpenter, BDD Facilities Manager



BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT ORGANIZATIONAL CHART





Buckman Direct Diversion (BDD) Proposed Annual Operating Budget for FY25

Budget Message

The *Project Management and Fiscal Services Agreement* (PMFSA) requires the Project Manager to submit an Annual Operating Budget. With this submittal, the Project Manager requests the Buckman Direct Diversion Board (BDDDB) approve and recommend the Fiscal Year 2025 Operating Budget of \$8,512,347.

Budget Revenue/Reimbursement Summary

TOTAL PROPOSED FISCAL YEAR 2025 OPERATING BUDGET

TABLE A

	<u>Fixed</u>	<u>Variable</u>	<u>Total</u>	<u>%</u>
Revenues/Reimbursements by Source:				
Federal Funds	\$ 96,000	\$ -	\$ 96,000	1%
PNM Solar Rebates	-	120,000	120,000	1%
City of Santa Fe	4,457,887	1,220,860	5,678,747	67%
Santa Fe County	1,740,375	543,129	2,283,503	27%
Las Campanas (Club)	210,105	55,515	265,621	3%
Las Campanas (Coop)	68,476	-	68,476	1%
Total Revenues by Source	\$ 6,572,843	\$ 1,939,504	\$ 8,512,347	100%
% of overall budget	77%	23%	100%	

This budget request consists of fixed and variable costs and includes revenue/reimbursements from several sources. The principle operating revenue of BDD’s operating budget is reimbursements from the partners for the cost of operations.

BDD was granted federal funds from the Department of Energy for the BDD Storm Water Sampling Program. This funding will be used for the collection of samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river during LANL events.

The monthly PNM solar rebates received for the water treatment plant solar array are also accounted for as a source of revenue. The resulting reimbursement requests for American Capital Energy (primary owner of this solar array) to the City of Santa Fe and Santa Fe County will be reduced by the revenue received.

The partner reimbursement revenue is estimated based on projected expenditure types and allocated based on the cost sharing allocations established in the governing documents. Partners are billed in accordance with the BDD Working Capital and Billing Policy.



Budget Expenditure Summary

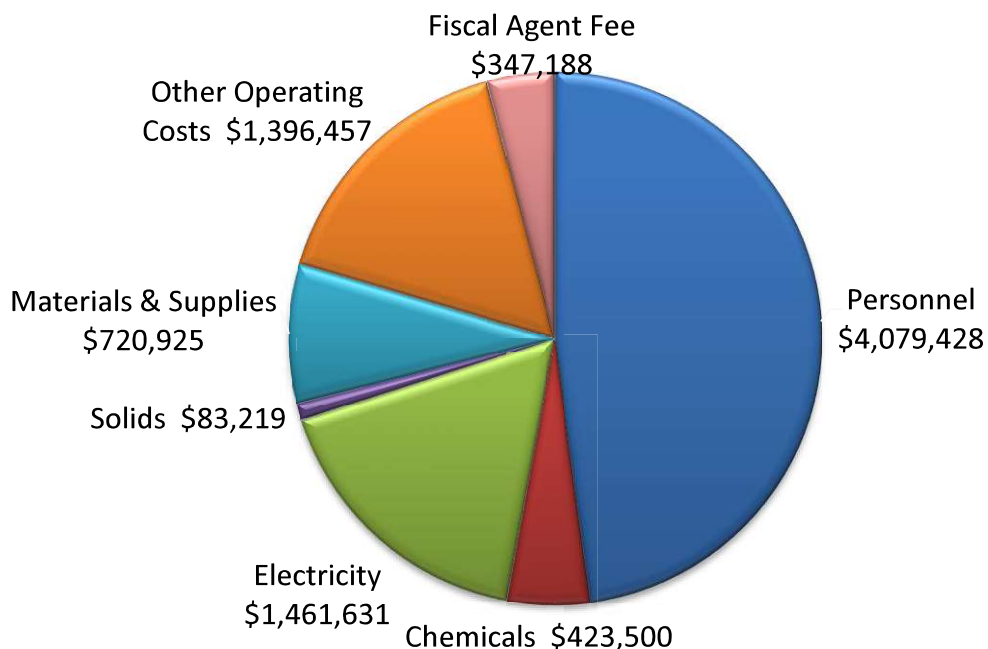
The Buckman Direct Diversion budget consists of seven major categories as presented below. These categories are used to track expenditures for reporting and monitoring our available budget balance. In accordance with our BDD Working Capital and Billing policy, any budget adjustment requests between major categories require board approval. Expenditures are generally recorded when a liability is incurred and are reported in BDD’s main enterprise fund.

PARTNER SHARE OF TOTAL PROPOSED FISCAL YEAR 2025 OPERATING BUDGET

TABLE B

Expenditure by Category:	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Federal Funds</u>	<u>Total</u>
Personnel	\$ 2,829,448	\$ 1,079,024	\$ 118,104	\$ 52,851	\$ -	\$ 4,079,428
Electricity	1,024,036	375,007	58,603	3,985	-	1,461,631
Chemicals	313,263	110,237	-	-	-	423,500
Solids	61,601	21,618	-	-	-	83,219
Materials & Supplies	486,307	198,455	26,496	9,667	-	720,925
Other Operating Costs	880,925	371,182	46,378	1,972	96,000	1,396,457
Fiscal Agent Fee	231,887	99,261	16,040	-	-	347,188
Total	5,827,466	2,254,784	\$ 265,621	\$ 68,476	\$96,000	\$ 8,512,347
PNM Solar Rebates	(88,764)	(31,236)				
Total	\$ 5,738,702	\$ 2,223,548				

CHART 1





Budget Summary & Highlights

In Fiscal Year 2025, the BDD will be in its fourteenth year of operations. The BDD also uses yearly volumetric flow predictions provided by each partner for our variable and project wide allocation of expenditures.

The BDD has collaborated with its partners on the development of this budget and with their support; we present the Fiscal Year 2025 budget request with the following changes:

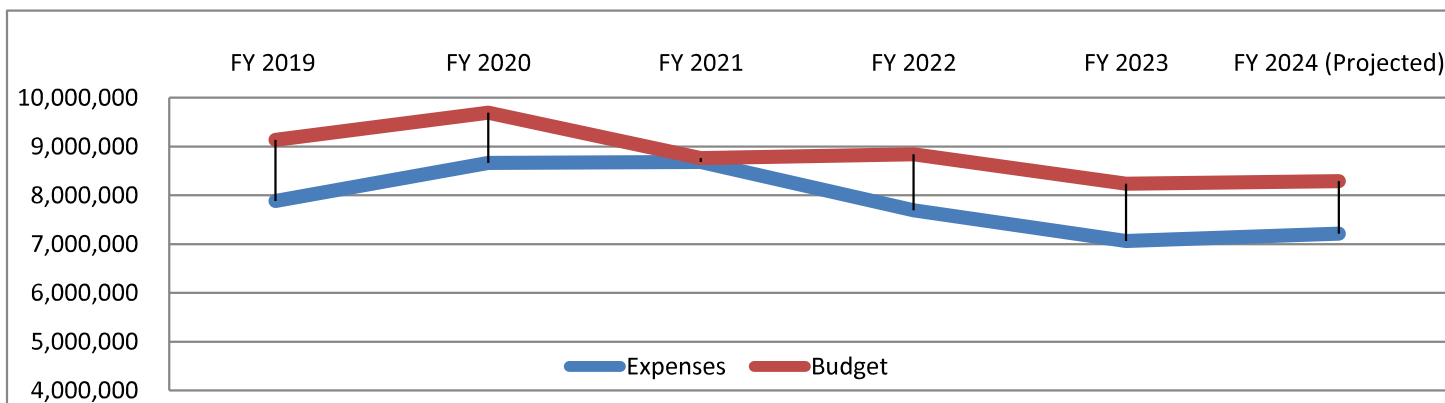
- The proposed annual operating budget for fiscal year 2025 is \$8,512,347, which represents a 2% increase from the adopted FY2024 operating budget.

Closing the gap between actual expenditures and budget was considered in the development of the annual operating budget request. This will continue to be a factor, to ensure funds are properly expended for the purposes as requested.

- Fiscal Year 2019 Actual Expenditures \$7,882,811 (with 11 vacant positions and \$255,212 of unexpended litigation fees) which was \$1,251,813 lower than the adopted budget.
- Fiscal Year 2020 Actual Expenditures \$8,665,134 which was \$1,031,275 lower than the adopted budget.
- Fiscal Year 2021 Actual Expenditures \$8,686,832 which was \$76,883 lower than the adopted budget.
- Fiscal Year 2022 Actual Expenditures \$7,695,417 which was \$1,147,292 lower than the adopted budget.
- Fiscal Year 2023 Actual Expenditures \$7,063,226 which was \$1,172,554 lower than the adopted budget.

CUMULATIVE BDD EXPENSES TO ADOPTED BUDGET

CHART 2





Budget Comparisons

Table C presents actual expenses by major category for the fiscal year ended June 30, 2023. The change in the fiscal year 2025 operating budget request in comparison to the current 2024 adopted budget. There was an overall increase in the budget estimate of \$221,794, which is an increase of 2% from the adopted budget. This increase is due to projected salary and benefit increases. We are also projecting an increase in materials and supplies and other operating costs. The new debt solar payment and credits have been accounted for in the electricity line, which represent a small decrease. We are also recommending an increase to the Major Repair and Replacement Fund based on the Major Repair and Replacement Annual Plan for FY2025 (Table K).

The BDD staff will continue to work with its partners in determining the costs and funding needed to ensure BDD properly operates and maintains the facilities to meet the demands of its partners.

BUCKMAN DIRECT DIVERSION OPERATING BUDGET

TABLE C

	FY 2023 Adopted Budget	FY 2023 Unaudited Actual 6/30/23	FY 2023 Variance \$ (Under) / Over Budget	%	FY 2024 Adopted Budget	FY 2025 Proposed Budget	\$ Change FY 2024 vs FY 2025	%
Revenues/Reimbursements by Fund:								
Partner Reimbursements	\$ 8,019,780	\$ 6,813,641	(1,206,139)	85%	\$ 8,074,553	\$ 8,296,347	\$ 221,794	3%
PNM Solar Rebates	120,000	220,434	100,434	184%	120,000	120,000	-	0%
Federal Funds	96,000	29,151.00	(66,849)	30%	96,000	96,000	-	0%
Total	\$8,235,780	\$ 7,063,226	\$ (1,172,554)	86%	\$ 8,290,553	\$ 8,512,347	\$ 221,794	2%
Expenditures by Category:								
Salaries	\$ 2,405,427	\$ 2,197,392	\$ 208,035	91%	\$ 2,503,551	\$ 2,594,916	\$ 91,365	4%
Overtime	230,000	270,030	(40,030)	117%	230,000	230,000	-	0%
Benefits	1,149,581	985,565	164,016	86%	1,211,331	1,254,511	43,180	4%
Electricity	1,450,000	1,165,916	284,084	80%	1,550,000	1,461,631	(88,369)	-6%
Chemicals	385,000	413,230	(28,230)	107%	423,500	423,500	-	0%
Solids	83,219	105,204	(21,985)	126%	83,219	83,219	-	0%
Materials & Supplies*	737,114	459,070	278,044	62%	617,661	720,925	103,264	17%
Other Operating Costs*	1,243,540	1,098,845	144,695	88%	1,325,516	1,396,457	70,941	5%
Litigation Costs	257,000	73,075	183,925	28%	-	-	-	0%
Total	7,940,881	6,768,327	1,172,554	85%	7,944,778	8,165,159	220,381	3%
Fiscal Agent Fee	294,899	294,899	-	100%	345,775	347,188	1,413	-1%
Total	\$8,235,780	\$ 7,063,226	\$ 1,172,554	86%	\$ 8,290,553	\$ 8,512,347	\$ 221,794	2%



Budget Fixed & Variable Costs Analysis

The BDD’s annual operating budget consists of fixed, variable and project-wide costs. These costs are allocated by percentages contained in the Facility Operations and Procedures Agreement (FOPA). This budget request was prepared with the following cost sharing principles.

Cost Sharing

TABLE D

<u>Fixed</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Total</u>
Shared Facilities (CCL)	62.09%	25.61%	5.37%	6.93%	100.00%
Separate Facilities (CC)	75.33%	24.67%	-	-	100.00%
<u>Project Wide</u>					
Projected Volumetric Flow (PW)	66.79%	28.59%	4.62%	-	100.00%
<u>Variable</u>					
Projected Volumetric Flow (CCL)	66.79%	28.59%	4.62%	-	100.00%
Projected Volumetric Flow (CC)	73.97%	26.03%	-	-	100.00%

Annual volumetric flow predictions provided by the partners are also used as the basis for project wide costs and variable costs that are primarily related to chemicals, electricity, and solids management.

Volumetric Flow History and FY 2025 Predictions

TABLE E

<u>Volumetric Flow (acft)</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>LC (Raw Water) via County</u>	<u>Las Campanas (Raw Water)</u>	<u>Total Diverted</u>
FY 2019	3,300.96	1,207.86	423.08	102.35	5,034.25
FY 2020	3,435.42	1,314.08	156.08	493.44	5,399.02
FY 2021	5,141.85	1,398.75	334.23	159.73	7,034.56
FY 2022	4,465.50	1,270.61	321.83	-	6,057.94
FY 2023	3,007.65	981.17	326.99	73.37	6,873.40
FY 2024	3,733.73	1,557.11	300.00	300.00	5,890.84
<i>FY 2025</i>	<i>3,878.20</i>	<i>1,364.52</i>	<i>296.00</i>	<i>268.38</i>	<i>5,807.10</i>
<i>FY 2025 %</i>	66.78%	23.50%	5.10%	4.62%	100%

% Percentage is used in calculation of partner share (CCL) of variable costs & project wide



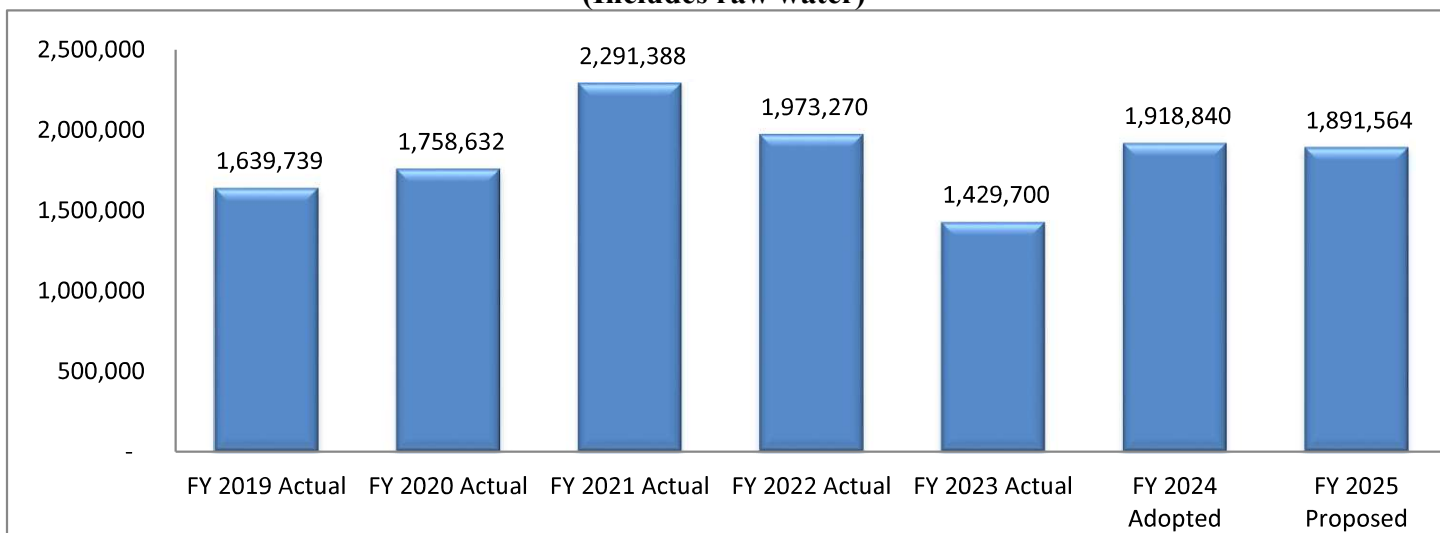
Volumetric Flow History

BDD has completed a budget analysis for fiscal year 2025, which includes volumetric predictions of 1,891,564 gallons. This is an estimated 1.4% decrease in water delivery thru BDD over fiscal year 2024 predicted water call. The BDD will continue to work with the partners to adaptively manage BDD water deliveries to meet changes in partner demands.

Total gallons delivered in 1,000's

(Includes raw water)

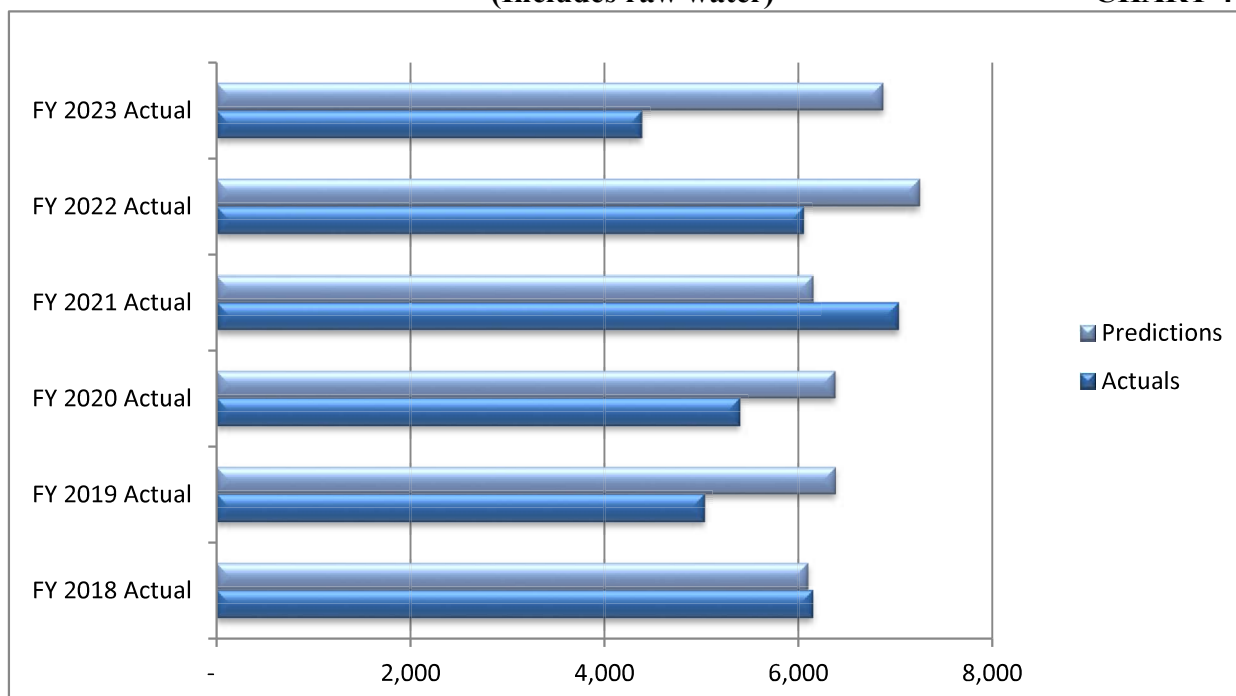
CHART 3



Total gallons delivered vs. volumetric predictions

(Includes raw water)

CHART 4





Programs

The BDD is divided into seven (7) key programs with explicit business functions. Each Program was developed to support specific goals and objectives. These business activities encompass all functions necessary to operate the water treatment plant, maintain full regulatory compliance, execute Fiscal Agent responsibilities, and optimize infrastructure investments through comprehensive asset management.

The expenditure budgets for these seven key programs are presented below. Total program funding includes all employee wages and benefits for full time equivalent employees and associated overhead expenses. These key programs incorporate all business expenses necessary to execute core business functions and allow the reader to understand how limited resources are allocated within the budget.

Strategic Goals – Supported by program resources

- ✚ **Operations** – To ensure the highest standard of water quality, using the most efficient and up to date water production methods.
- ✚ **Regulatory** – To maintain and improve LANL/DOE monitoring program.
- ✚ **Maintenance** – To equip the staff with the tools and equipment to efficiently and effectively maintain and repair the assets of the BDD.
- ✚ **Safety & Training** – To promote and assure workplace safety and health in preventing workplace injuries.
- ✚ **Administrative Services** – To operate and maintain the BDD within budget and in accordance with the governing documents.
- ✚ **Information Systems** – To maintain and support all automation and security systems.
- ✚ **Public Relations** – To coordinate, create and support key events for the BDD outreach program.

BDD Operating Budget – by Program

TABLE F

<u>Program</u>	<u>Amount</u>	<u>Percentage</u>
Operations	4,182,378.43	49%
Regulatory Compliance	441,097.72	6%
Maintenance	1,596,826.78	19%
Safety and Training	175,215.13	2%
Administrative Services	1,635,358.50	19%
Information Systems	378,765.30	4%
Public Relations	102,705.18	1%
	\$ 3,888,870.89	45%



Emergency Reserve Fund (ERF)

The Project Management and Fiscal Services Agreement, Article 3. (E.) requires the BDD Board create an Emergency Reserve Fund, and establish procedures for its management. The Emergency Reserve Fund provides immediate reserves for unforeseen or catastrophic infrastructure failures that render facilities unable to deliver water at the needed capacity. The Project Manager, in consultation with the partners, must submit to the BDD Board an analysis of the funds required for an emergency reserve and suggest procedures for creation of and management of the Emergency Reserve Fund.

The BDD Board approved the Emergency Reserve Fund policy and funding contributions as part of the Fiscal Year 2012 budget request. This policy established target balances, replenishment requirements and funding allocations.

Emergency Reserve Fund Balance

TABLE G

Emergency Fund	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Fund Balance at June 30, 2023	1,363,984	486,676	132,328	105,009	2,087,997

As of June 30, 2023 the Emergency Reserve Fund remained fully funded to its targeted balance of \$2,000,000. As per the BDD Working Capital and Billing Policy, these funds are interest bearing and are allocated to the partners based on the percentage of cash held in their respective accounts at the end of each fiscal year.



Major Repair and Replacement Fund (RRF)

The BDD Board also approved the Major Repair and Replacement Fund as part of the Fiscal Year 2012 Budget. Per the Major Repair and Replacement Fund policy these funds are to receive yearly contributions held in reserve to support major repair and replacement costs of facility equipment and systems.

The BDD Board has authorized expenditures of \$2,961,007 for repair and replacement of system equipment in accordance with the policy, Table J. These authorizations, upon expenditure will reduce the available balance in this fund. The Major Repair and Replacement fund will continue to receive annual contributions in accordance with the approved plan. The BDD is requesting contributions of \$1,935,019, based on the expenditure plan listed on the next page, Table K.

Major Repair and Replacement Fund Balance

TABLE H

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Balance as of June 30, 2023	2,502,497	874,457	63,825	73,332	3,514,111
2024 Contributions per approved plan	1,270,791	446,353	30,716	39,640	1,787,500
2024 Funds authorized for expenditure	(2,105,074)	(739,387)	(65,663)	(50,882)	(2,961,007)
Projected Fund Balance	1,668,214	581,423	28,878	62,090	2,340,604

Major Repair and Replacement Fund Fiscal Year 2024 Contributions

TABLE I

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
2025 Proposed Contributions	1,375,667	483,190	33,251	42,911	1,935,019

With the approval of this contribution and no additional authorizations, the fund balance will be \$4,275,623 for fiscal year 2025.



Major Repair and Replacement Fund Plan

TABLE J

FY24 Funds Authorized				
<u>15 Month MR&R Plan</u>	<u>Projected Cost</u>	<u>Total Cost</u>	<u>Justification</u>	<u>Status</u>
RW KSB Pump Project	220,000.00	228,233.38	Replacing failed pump	Completed in FY2023 - Alpha Southwest
Mini Split Replacement ATF (HVAC)	17,000.00	15,457.05	Failed units need replacing	Completed in FY2023 - B & D Industries
		243,690.43	FY2023 Expenditures	
Replace Media in GAC Contactor	350,000.00	281,100.00	Media is exhausted	Encumbered -Calgon Carbon Corp
Install of Microza Filter Cartridges	264,000.00	989,037.82	End of expected life span	Encumbered - Trojan Tech Group
Replacement of VFD Centrifuges	173,000.00	172,416.00	Failed, parts discontinued	Encumbered - Andritz Separation
Replace Modine Unit in ATF HVAC	51,000.00	50,827.97	Failed unit needs replacement	B & D Industries
F350 Truck Replacement	75,000.00	75,000.00	Replacing failed unit	Project Pending
1A & 2A Pump and Motor Project	490,000.00	499,625.00	Replacing failed pump	Project Pending - Alpha Southwest
PLC Replacement (5 units)	750,000.00	750,000.00	Current model obsolete	Project Pending
Annual Camera Replacement (10 units)	20,000.00	20,000.00	Failed Cameras need replacing	Project Pending
Surge Tank Bladder Replacement (3 units)	60,000.00	60,000.00	Failed need replacement	Project Pending
Building UPS' replacement (7 units)	63,000.00	63,000.00	Required update	Project Pending
		2,961,006.79		

TABLE K

FY25 Requested Contribution					
<u>15 Month MR&R Plan</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total Cost</u>	<u>Justification</u>	
1 BS1A Valve Project	15,000.00	3	45,000.00	Failed valves need replacement	
2 BS1A Ball Valve Rebuild	2,000.00	3	6,000.00	Failed valves need replacement	
3 BS1A Isolation Valves	20,000.00	4	80,000.00	Failed valves need replacement	
4 Membrane Module Replacement	4,755.00	104	494,519.00	End of expected life span	
5 GAC Replacement	145,000.00	1	140,500.00	Media is exhausted	
6 Camera Upgrade	260,000.00	1	260,000.00	Required update	
7 Building UPS' Replacement	9,000.00	4	36,000.00	Required update	
8 PLC Replacement	150,000.00	5	750,000.00	Current model obsolete	
9 Surge Tank Bladder Replacement	20,000.00	3	60,000.00	Failed need replacement	
10 Building UPS' replacement	9,000.00	3	63,000.00	Required update	
			\$1,935,019	FY25 Requested Contribution	



Budget Summary

With this submittal, the Project Manager requests the Buckman Direct Diversion Board approve and recommend the funding for our Fiscal Year 2025 Operating Budget of \$8,512,347 with the annual contribution of \$1,935,019 for the Major Repair and Replacement Fund, for a total request of \$10,447,366. We appreciate the input and support from our partners and our Buckman Direct Diversion Board Members.

Fiscal Year 2025 Funding Allocation

TABLE L

Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$ 5,738,702	\$ 2,210,048	\$ 265,621	\$ 68,476	\$ 8,282,847
			PNM Solar Rebate Revenue		120,000
			Federal Funds		96,000
			County Conservation Fee		13,500
					\$ 8,512,347
Major Repair & Replacement Fund	1,375,667	483,190	33,251	42,911	1,935,019
Total Fiscal Year 2025 Request	\$ 7,114,369	\$ 2,693,238	\$ 298,872	\$ 111,387	\$ 10,447,366