



Agenda

Regular Meeting of the Buckman
Direct Diversion Board
December 4, 2025 at 4:00 PM
Council Chambers
City Hall
200 Lincoln Avenue
Entrance through City Hall Front
Doors

Procedures for Buckman Direct Diversion Board Meeting

AMENDED ITEM 7c

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

Meeting Zoom Link: <https://santafenm-gov.zoom.us/j/85068470377>

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Matters from the Public
6. Approval of Minutes
 - a. Approval of the November 6, 2025, Buckman Direct Diversion Board Meeting minutes
7. Presentations and Informational Items
 - a. Monthly Update on BDD Operations. (Matt Sandoval, BDD Operations Superintendent, mgsandoval@santafenm.gov, 505-955-4501).
 - b. Report from the BDD Facilities Manager. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507).
 - c. Update on the Buckman Direct Diversion Facility Rebuild Project with a presentation on River Intake Sedimentation and a Design Alternatives Overview from the BDD Owners Representative. VERBAL (Bradley Prada,

bxprada@santafenm.gov, 505-955-4507, John Sikora, AECOM Principal Water Resources Engineer, john.sikora@aecom.com).

8. Action Items: Consent Agenda

- a. Request for Approval to award ITB #26025 “BDD Granular Activated Carbon (GAC) Media Changeout” to Calgon Carbon Corporation, A Kuraray Company, for a total amount of \$472,500.00, inclusive of any applicable NMGR for Fiscal Year 2026. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507.)

9. Action Items: Discussion Agenda

- a. Presentation and Request for Approval of the Memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Notification and Water Quality Monitoring. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Kyle Harwood, BDD Counsel, kyle@harwoodpierpont.com, 505-629-8999, Peter Hunt, Consultant, Glorieta Geoscience A Division of GZA, peter.hunt@gza.com, 505-490-7763).

10. Matters from the Board

11. Next Meeting:

- a. Thursday, January 8, 2026

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

November 6, 2025

1. Call to Order

This regular meeting of the City of Santa Fe & Santa Fe County Buckman Direct Diversion Board meeting was called to order by Commissioner Justin Greene, 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:

Commissioner Justin Greene, Chair
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt
Commissioner Hank Hughes
Rolf Schmidt-Petersen, Citizen Member
T. Egelhoff, The Club at Las Campanas, [non-voting member]

Member(s) Excused:

None

BDD Board Alternate Members Present:

Peter Ives, Citizen Member Alternate

Others Present:

Bradley Prada Facilities Manager
Nancy Long, BDD Board Consulting Attorney
Kyle Harwood, BDD Board Consulting Attorney
Bernardine Padilla, BDD Public Relations Coordinator
Matt Sandoval, BDD Operations Superintendent
Brandi Martinez, BDD Administrative Assistance
Jesse Roach, City Interim Utilities Director
Peter Hunt, Glorieta Geoscience
Larry Pierce, Glorieta Geoscience
Jeff Nelson, Wright Waters
John Sikora, AECOM

3. Approval of Agenda

BDD Board Counsel Nancy Long suggested moving item 9, Executive Session, to follow item 12, Adjournment, and noted that no action will be required following executive session.

Councilor Romero-Wirth moved to approve the agenda as recommended. Her motion was seconded by Councilor Cassutt. The motion to approve the agenda passed by unanimous [4-0] voice vote. [Commissioner Hughes was not present for this action.]

4. Matters from the Public – None were offered.

5. Approval of Minutes

a. Approval of the October 2, 2025 Buckman Direct Diversion Board Meeting Minutes

There were no corrections offered and Councilor Cassutt moved to approve as published. Member Schmidt-Petersen seconded and the motion passed without opposition. [Commissioner Hughes was not present for this action and arrived immediately thereafter.]

6. Approval of Consent Agenda

Member Schmidt-Petersen requested removal of items 6.a and 6.b from the consent agenda.

Councilor Cassutt moved to approve as amended and Councilor Romero-Wirth seconded. The motion passed by unanimous [5-0] voice vote and item 6.c was approved..

c. Request for Approval of the 206 BDD Board Meeting Calendar

6. Action Items: Consent Agenda

a. Request for Approval of Technical Budget Adjustment Request to move Budgeting funds from Vacancy Savings in the amount of \$300,000 to the Service Contract line for continued accounting support through Fiscal Year 2026 from Clifton Larson Allen, LLP.

BRADLEY PRADA (Facilities Manager): Thank you, Mr. Chair. Recently, Samantha Secrist had to resign for personal reasons. We are looking at CLA to fill in that void for us. We got together with them and we got an estimate put together and it's in the range of \$300,000 as listed here.

MEMBER SCHMIDT-PETERSEN: Thank you. I was wondering about that just because of the large difference between \$80,000 helping with the audit going to \$300,000 and its like, How many FTEs is that? But it also shows the value of the BDD staff themselves and getting these things done. Thank you.

MR. PRADA: Yes, CLA has really been the staple here recently helping us through not only the audit but the training that they were providing.

COUNCILOR CASSUTT: Move for approval.

COUNCILOR ROMERO-WIRTH: Well, I'll second but – did we do an exit interview? I'm just concerned about the amount of turnover we've had in this position and how critical it is and trying to figure out what it is that is keeping us from getting a good match and holding onto the talent that we get. This is a personnel issue but if there's anything that we can do to learn and maybe make adjustments so next time we find somebody we can keep them. I don't know anything about this person, what was what, but I just am concerned that we've had a hard time keeping somebody in this position and it's critical.

MR. PRADA: Thank you, Mr. Chair and Vice Chair. Yes, we've already had initial conversations between us and Jesse particularly and Jonathan about moving forward and having conversations with Emily Oster about how we're moving forward with this position in preparation to changing that job title.

CHAIR GREENE: We have a motion from Councilor Cassutt and a second from Councilor Romero-Wirth. Any other follow-up? Yes, sir.

PETER IVES: Just one quick question because I had noted on the facilities manager's monthly update, current job vacancies updates it listed accounting supervisor pending posting, what's going to be the salary range that gets posted for that position?

MR. PRADA: Thank you, Mr. Chair, Member Ives, I don't have that off the top of my head but I could email that to you for clarification.

MR. IVES: Maybe just what has it been paying to the recent resignation?

MR. PRADA: I think it's between \$75K and 90.

MR. IVES: Thank you.

The motion passed by unanimous [5-0] roll call vote as follows:

Rolf Schmidt-Petersen	Yes
Councilor Carol Romero-Wirth	Yes
Councilor Jamie Cassutt	Yes
Commissioner Hank Hughes	Yes
Commissioner Justin Greene, Chair	Yes

b. Request for Approval to Apply the Federal Clean Energy Efficiency Credits to Reduce the Outstanding Solar Lease Purchase Debt Owed by the Buckman Direct Diversion to the City of Santa Fe in the Total Amount of \$1,106,612.77

MR. PRADA: Here recently in the last couple of years we've got two new solar arrays with the City's efficiency movement. The City has fronted that money for us, purchased them, and we're making payments. If you look at the schedule on the back of the material you can see that we owe on the total project about \$5.2 million. In doing so we have received a credit from the Feds, tax credit/energy efficient credit whatever you want to call it, and we are applying that to pay down some of that debt that we've incurred from purchasing those solar arrays.

CHAIR GREENE: Okay, thanks. Questions?

COUNCILOR ROMERO-WIRTH: Move to approve.

COUNCILOR CASSUTT: Second.

MEMBER SCHMIDT-PETERSEN: Yes, Mr. Chair, I think that Bradley answered it. I wasn't sure I quite understood how the money was moving, if it came from the federal government directly to BDD or to Santa Fe to BDD and then back. That was what I wasn't sure of.

MR. PRADA: The City of Santa Fe received that for us. They gave it to us and now we're just giving it back to pay it down.

CHAIR GREENE: And if I may, what was the rate that we are paying – what's the interest rate? Were we paying an interest rate to the City?

MR. PRADA: I'm unsure of that. I don't believe we are.

CHAIR GREENE: So that was free money that could have been redeployed that we might have needed but we are returning it to the City by this motion.

MS. LONG: Mr. Chair, I am just looking at the agreements that we entered into for this project. It was a citywide agreement for energy savings financed by Sterling Bank and we have two projects, really three projects, but solar projects at BDD. So the City handled all of the financing for it including the financing for our projects and then we owe a certain portion of the total to pay for our projects. The City makes the payments because it is all one debt and then we are obligated to make payments to the City to offset the payments that they have made for us.

CHAIR GREENE: Was there any internal discussion as to continue to make payments and to use this money for something that we might need at BDD?

MS. LONG: We're contractually obligated to make the payments. It's a loan with the bank, a long-term loan.

CHAIR GREENE: But were we obligated to pay this lump sum if we had actually received this credit from the Feds. Yes, we have to make the payments, yes, we pay the debt. But the question is, if there's money out there if we could have used this to finance something that we needed money for here whether it's more big fix or whatever – more efficiency things.

MR. PRADA: I can add some more context to that, Mr. Chair. We weren't making the payments is the problems.

CHAIR GREENE: We weren't?

MR. PRADA: We were not making the payments. So the first couple payments weren't withdrawn from BDD when it first went into effect. This payment gets up to current or pretty close.

CHAIR GREENE: Okay. So we were behind, okay, we should pay that. We have a motion and we have a second.

The motion passed by unanimous [5-0] roll call vote as follows:

Rolf Schmidt-Petersen	Yes
Commissioner Hank Hughes	Yes
Councilor Carol Romero-Wirth	Yes
Councilor Jamie Cassutt	Yes
Commissioner Justin Greene, Chair	Yes

7. Presentations and Informational Items

a. Monthly Update on BDD Operations

MATT SANDOVAL (BDD Operations Superintendent): Thank you, Chair Greene, members of the Board. This update summarizes our BDD operations for the month of October 2025. Raw water diversion averaged 3.24 million gallons per day as follows; drinking water deliveries through Booster Station 4A/5A, average 2.90 million gallons per day; and raw water delivered to Las Campanas averaged 0.21 million gallons per day through Booster Station 2A. Also, BDD contributed 29.1 percent of the water to the City and the County. And I will stand for questions.

MEMBER SCHMIDT-PETERSEN: Mr. Chairman, I just have a comment.

COMMISSIONER GREENE: Go ahead.

MEMBER SCHMIDT-PETERSEN: I just wanted to mention to BDD management and staff and the City of Santa Fe given that kind of how wild this year was with dryness and then this amazing wet summer just here in Santa Fe, I think you guys have done a great job. I wanted to acknowledge that.

MR. SANDOVAL: Thank you.

COMMISSIONER GREENE: Anybody else? Matt, thank you very much.

7. B. Report from BDD Facilities Manager

MR. PRADA: Good afternoon, Board members and guests. This is your update on progress across facilities projects procurement and critical staffing needs for November 2025. We continue to advance well across our capital work both the design project and our major repair and replacement, MR&R projects are moving forward

The MR&R we are actively processing quotes for vehicle replacement, however, I must note that the delivery for the loader that I gave an update on in October, I believe, has been pushed back due to some ongoing supply-chain issues and it's scheduled now for December.

We are working with the City team to finalize and process an RFP for the PLC replacement which is a significant project. We expect the RFP to be posted shortly.

Moving on, finances, our staff have been collaborating effectively with CLA and CRI on the FY2025 BDD audit. And I'm pleased to confirm that we remain on track to have the audit completed and finalized before December.

Finally, on staffing, the BDD personnel continue to address existing vacancies which is vital for maintaining our long-term operational efficiency. We are working with City staff on the following: we have successfully closed the posting for the chemist on November 5th; contracts administrator reclassification will be effective November 8th; and then we continue to work to fill the rest of those vacancies and I'll stand for questions.

CHAIR GREENE: Anyone have questions? December 15th is when we're going to put in the audit; do we have any clarity when an exit audit interview would be set up for myself and the vice chair?

MR. PRADA: I'm not sure on that at this time but I will get back with you because there is a timeline that CRI has shared with us.

CHAIR GREENE: Okay, anything else? Thank you very much.

8. Action Items

a. **Presentation and Possible Action regarding the memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Notification and Water Quality Monitoring**

KYLE HARWOOD (BDD Board Counsel): Good evening, Chair and Board. I want to first just explain what I explained to Citizen Member Ives recently is that we did have a caption in the agenda hoping we might have late-breaking news today on an actionable MOU and that memo of course talks about areas of agreement. And so that may have been a little confusing to you and others but we were holding out – I probably should have put something in the beginning of the memo explaining that the agenda was holding this spot open for possible action. As you can probably tell, we do not have an MOU for you to act on this evening.

Let me just mention what's in the memo briefly and then stand for any questions. We have resolved a number of issues with LANL concerning the dates to which this MOU will apply and perhaps critically the second item – as some of you may remember we had some high flows in the Rio Grande two years ago and the lower part of LA Pueblo Canyon actually filled with water from that high flow and inundated the gauge that we're using for the early notification system ENS. So through the negotiation process this summer we've reached agreement with LANL that that station will be repurposed with a camera pointing upstream in order to capture areas that are out of the presumed flooding zone. That work was done by Peter Hunt at GGI/GZA. So that was a very helpful contribution to the ongoing relationship. As the memo notes, that change to that station will require the Pueblo of San Ildefonso's concurrence. So when we do get under a new MOU that will be a task to work with LANL to secure that permission from the Pueblo because it is on pueblo land. And a couple of other small items.

The outstanding matter that the memo references continues to be the funding. Obviously, funding has been a challenge all year with the Feds and grants are no exception. We intend to bring you an actual MOU at the December meeting regardless of where that topic stands at that time. And we'll be prepared to talk about what that MOU contains in there regarding all of these issues including the funding at December.

I think that concludes my presentation.

MEMBER SCHMIDT-PETERSEN: Mr. Chair, I had a question.

CHAIR GREENE: Yes, sir.

MEMBER SCHMIDT-PETERSEN: I wonder if the discussion about the camera included the FDO basically a camera that can move its sight line to see the Santa Fe ski area and things like that and you can control it and you can move it. It seems like that would be more useful to everybody.

MR. HARWOOD: The sensitivity, Citizen Member Schmidt-Petersen, is that on pueblo land the Pueblo has the – the intent for the camera they would like it to not move and not be where it can view various parts of their reservation. So what we're actually doing is probably putting blinders on it and pointing it specifically to the section of the channel that we're most interested in and insuring that it has nighttime capability. So I appreciate the creative thought in the direction you were going but the discussions are actually informed by what is likely the most acceptable to the Pueblo.

MEMBER SCHMIDT-PETERSEN: Okay, thank you for that. I've had quite a bit of experience with San I accessing that gauge and I guess I was under the mistaken – I thought that they would be interested in being able to determine if somebody's out in that area – thank you. I know that was a concern in the past, people trespassing.

MR. HARWOOD: My understanding is that they have other techniques for managing trespass. So pardon me for those of you who remember this but it might be useful to just remember that the current camera very specifically points down for the same sensitivity direction that we've got from the pueblo. And that's the inundation when the Rio Grande is running high is what that gives you. We're just looking at Rio Grande water as opposed to flows in LA Pueblo Canyon which is what the ENS. And I think many of you know that the ENS system is a critical part of insuring that we only divert water from the Rio Grande when it doesn't have the influence of the LA Pueblo Canyon sentiments. The treatment plant can treat everything as we know but as a precautionary principle leads us to avoiding draws from the Rio Grande when there are LA Pueblo Canyon sentiment flows in the river. So we avoid the cost and other related issues to diversions during that time.

Just to also remind everybody, the lab has been cooperative in continuing to manage the ENS system during this time of being out of the MOU which we are very grateful for.

CHAIR GREENE: On that, is that still continuing with the federal shutdown?

MR. HARWOOD: To the best of my knowledge it is, yes, sir.

MEMBER SCHMIDT-PETERSEN: One last question there. Do you guys have an idea of how many times the LA Canyon flowed into the Rio Grande this summer?

MR. HARWOOD: That is a great question for my colleague, Mr. Hunt.

PETER HUNT (GGI/GZA): Member Schmidt-Petersen, Mr. Chair, thanks for the question. I believe that last count was five shutdowns from flows from LA Pueblo Canyon this summer.

MR. HARWOOD: If there are no other questions, we will definitely have this item on your December agenda with something to take action upon.

CHAIR GREENE: Obviously, saving us money is great, making sure we have a longer-term MOU is right behind it. Splitting the difference, whatever.

MR. HARWOOD: Thank you, Chair.

CHAIR GREENE: Just getting this as a going away present for Councilor Romero-Wirth.

MR. HARWOOD: Thank you, Chair.

10. **Matters from the Board** – None were presented.

11. **Next Meeting**

a. **Thursday, December 4, 2025**

12. **Adjourn**

9. **Executive Session**

a. **Discussion of the Contents of a Competitive Sealed Proposal Solicited Pursuant to the Procurement Code During Contract Negotiations as Allowed by Section 10-15-1 (H)(6) NMSA 1978**

COUNCILOR ROMERO-WIRTH: I move that we go into Executive Session

pursuant to the Open Meetings Act –

CHAIR GREENE: Vice Chair, may I interrupt for a second.

COUNCILOR ROMERO-WIRTH: Yes.

CHAIR GREENE: Just to declare that our next meeting is going to be Thursday, December 4th and that we are going to adjourn prior to this as a part of this motion.

COUNCILOR ROMERO-WIRTH: Okay, that was good. I move that we enter into executive session pursuant to the Open Meetings Act Section 10-15-1 (H)(6) for discussion of competitive sealed proposals.

MS. LONG: Yes, that's correct.

COUNCILOR ROMERO-WIRTH: Discussion of competitive sealed proposals solicited pursuant to the City of Santa Fe's Procurement Code.

COUNCILOR CASSUTT: Second.

CHAIR GREENE: Motion by Councilor Romero-Wirth and a second by Councilor Cassutt.

The motion passed by unanimous [5-0] roll call vote as follows:

Rolf Schmidt-Petersen	Yes
Commissioner Hank Hughes	Yes
Councilor Carol Romero-Wirth	Yes
Councilor Jamie Cassutt	Yes
Commissioner Justin Greene, Chair	Yes

The meeting adjourned and the Board moved into Executive Session at 4:30 p.m.

Approved by:

Justin Greene, Board Chair

Respectfully submitted:
Wordswork

ATTEST TO

KATHARINE E. CLARK
Santa Fe County Clerk



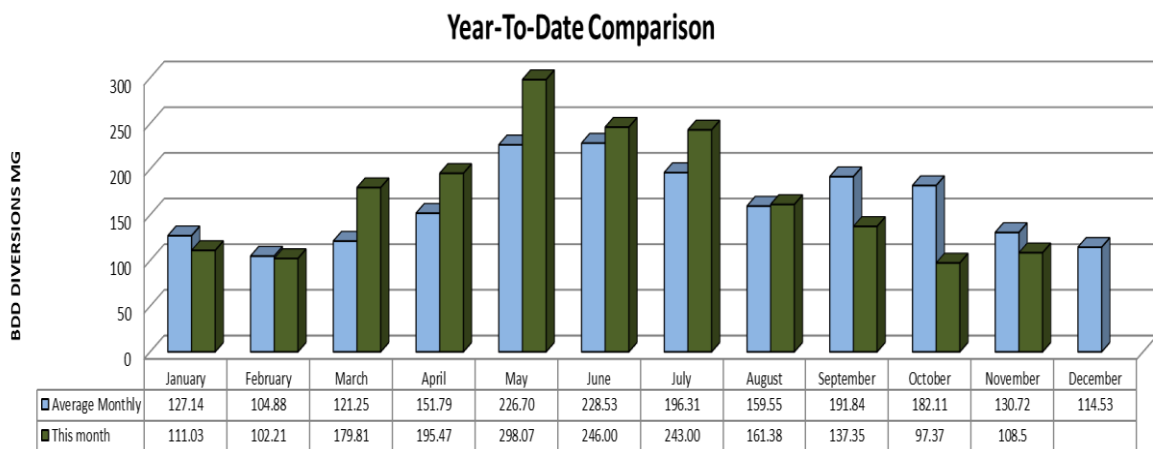
Date: December 4, 2025
To: Buckman Direct Diversion Board
From: Matthew Sandoval, BDD Operations Superintendent *MS*
Subject: Update on BDD Operations for the Month of November 2025

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of November 2025. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:
 - a. Raw water diversions: 3.50 MGD
 - b. Drinking water deliveries through Booster Station 4A/5A: 3.19 MGD
 - c. Raw water delivery to Las Campanas at BS2A: 0.27 MGD
2. Water supply to the City and County from all sources.

	Nov-2025	Nov-2024
BDD	44.3%	64.3%
Canyon Rd WTP	55.7%	31.3%
City Wells	0%	0%
Buckman Wells	0%	4.4%

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

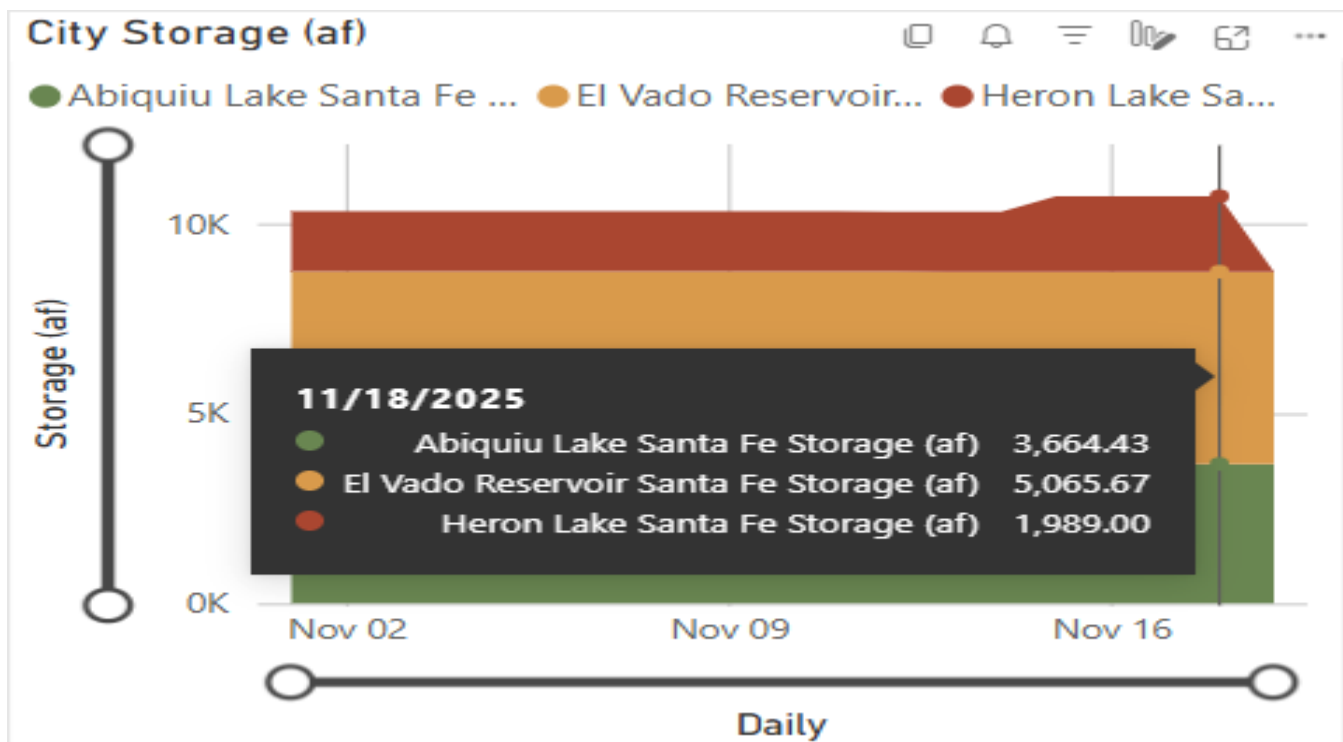


Regional Water Overview

Daily metered regional water demand for the month averaged approximately: 6.5 MGD

Rio Grande flows averaged approximately: 776 CFS (cubic feet per second)

City/County/Las Campanas Storage- as updated by partners. As of November 18, 2025 City of SF Abiquiu SJC storage is at about 3664.43 AF.



Regional Water Supply

CRWTP reservoir storage: Nichols: 96.9% McClure: 40.7% Watershed Inflow: 2.33 MGD

- Santa Fe SNOTEL
 - Cumulative snow Water/Equiv. Inches .5
 - Cumulative Snow in Depth in Inches 1



Current Rio Grande Watershed Snowpack Storage Data:

The Current Upper Rio Grande Basin Index is 40% of the historic median value for Snow Water Equivalent (SWE) and 173% of the historic median value for precipitation meaning that precipitation in this basin has seen a dramatic increase. Stormwater driven flows may introduce turbidity for the BDD but may also increase the ability of the BDD to divert. The increased flow from recent precipitation events has sustained, but diminished from its peak.

Source: <https://wcc.sc.egov.usda.gov/>

Current El Niño Southern Oscillation (ENSO) Status Summary

As of November 20, 2025, the equatorial Pacific is in a La Niña state.

- **NOAA's Climate Prediction Center (CPC) maintains a La Niña Advisory (issued around November 13, 2025), indicating La Niña conditions are present.**
- **Sea surface temperatures (SSTs) in the key Niño 3.4 region are below average, hovering near or just crossing the La Niña threshold (typically ≤ -0.5 °C for the oceanic Niño index over multiple months)**
- **The International Research Institute for Climate and Society (IRI)/Columbia University mid-November 2025 update confirms La Niña conditions, with a continued gradual cooling trend**

Most dynamical and statistical models support persistence of La Niña through the Northern Hemisphere winter.

Forecast outlook

- **La Niña is likely to continue through December 2025–February 2026 (~55 % chance per NOAA/CPC; higher in some ensembles)**
- **Transition to ENSO-neutral is favored by January–March 2026 (~61 % chance), with neutral conditions dominant afterward**
- **This appears to be a relatively weak and potentially short-lived event**

Note: Slight differences in timing exist across agencies (e.g., Australia's BOM was still neutral with La Niña-like patterns in early November), but U.S. agencies declared La Niña active by mid-November based on the latest oceanic and atmospheric observations.

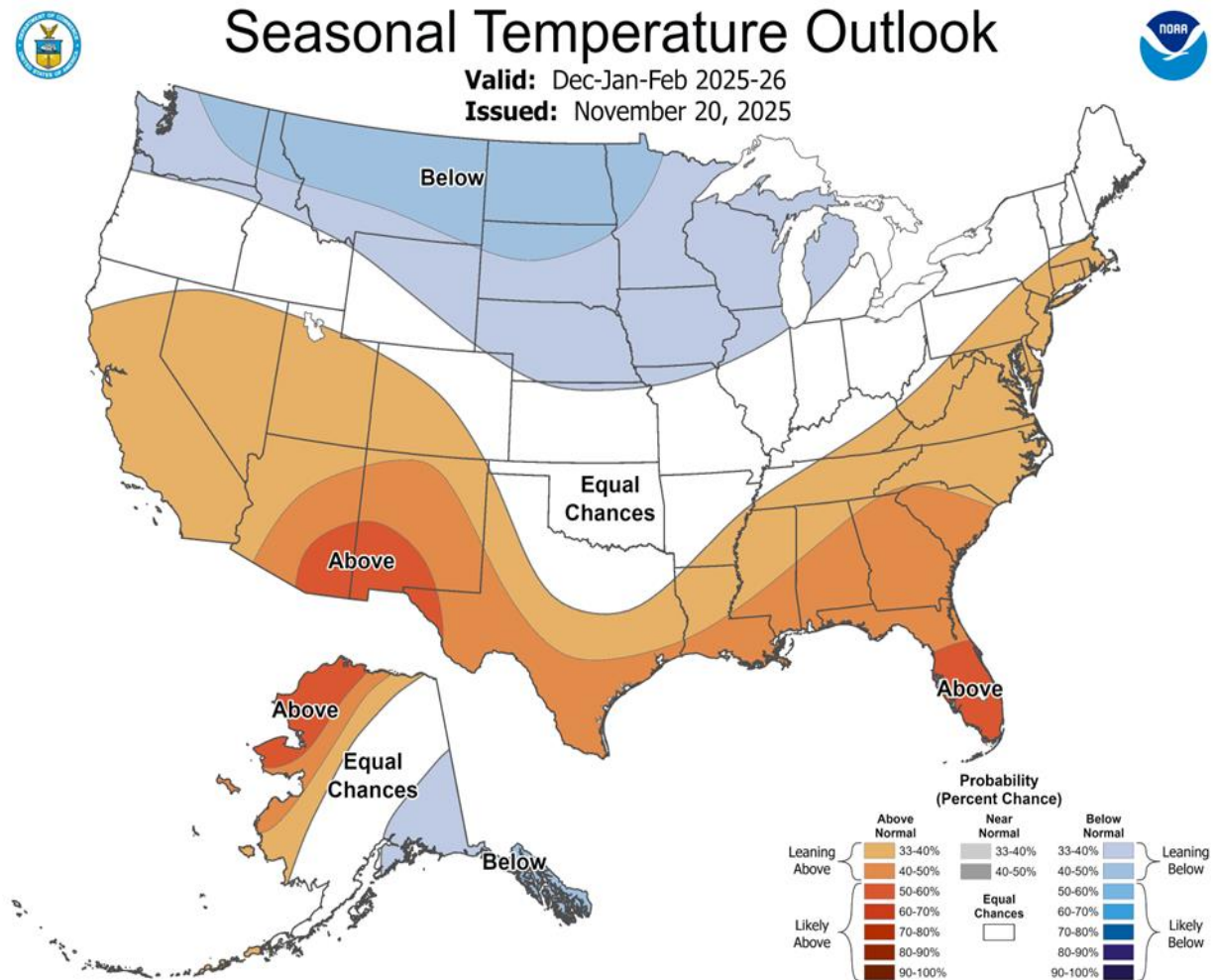
Source: cpc.ncep.noaa.gov



Seasonal Precipitation and Temperature Outlooks:

The current precipitation outlook is leaning below normal for the region while the current temperature outlook is leaning above normal for the region. Maps of this forecast are pictured below.

Source: https://www.cpc.ncep.noaa.gov/products/predictions/long_range/seasonal.php?lead=1

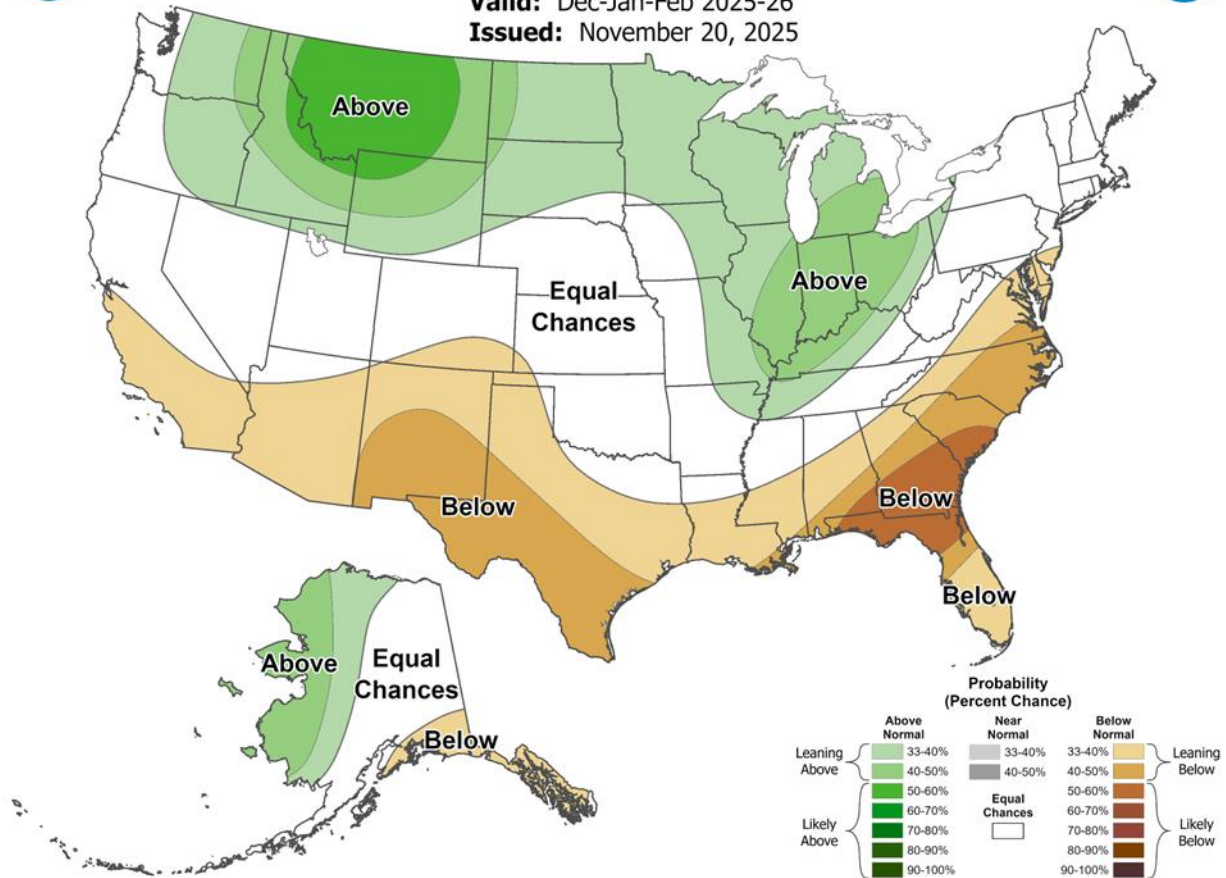




Seasonal Precipitation Outlook

Valid: Dec-Jan-Feb 2025-26

Issued: November 20, 2025





OSE Monthly Report

Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)

		County Native Rio Grande Diversions						TCLC Native Rio Grande Diversion				San Juan-Chama Diversions			
	Total Diverted	Total Native Diverted	Total County Native Diverted	County Native 4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al. -A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al. -A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-2847-N-A Diverted	
2025	Jan	326.141	123.689	123.689		0.000	0.000	0.000	0.000	0.000	202.453	202.453	0.000	0.000	
	Feb	313.427	28.205	28.205		0.000	0.000	0.000	0.000	0.000	285.223	285.223	0.000	0.000	
	Mar	563.860	257.038	257.038		0.000	0.000	0.000	0.000	0.000	306.823	306.823	0.000	0.000	
	Apr	677.035	471.649	471.649		0.000	0.000	0.000	0.000	0.000	205.388	205.388	0.000	0.000	
	May	918.542	292.560	292.560		0.000	0.000	0.000	0.000	0.000	625.983	625.983	0.000	0.000	
	Jun	754.206	62.214	62.214		0.000	0.000	0.000	0.000	0.000	691.993	691.993	0.000	0.000	
	Jul	748.447	35.193	35.193		0.000	0.000	0.000	0.000	0.000	713.256	713.256	0.000	0.000	
	Aug	446.168	0.000	0.000		0.000	0.000	0.000	0.000	0.000	446.169	446.169	0.000	0.000	
	Sep	418.331	65.790	65.790		0.000	44.308	0.000	0.000	0.000	352.542	352.542	0.000	0.000	
	Oct	304.622	148.107	148.107		0.000	148.107	0.000	0.000	0.000	156.516	156.516	0.000	0.000	
	Nov	208.152	195.776	195.776		0.000	179.969	15.807	0.000	0.000	0.000	12.377	0.000	0.000	12.377

Projected Diversions (ac-ft)

	Total Diverted	Total Native Diverted	Total County Native Diverted	County Native 4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al. -A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al. -A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-2847-N-A Diverted
2025 Dec	325	325	325	0	0	0	325	0	0	0	0	0	0	0
Total Projected	325	325	325	0	0	0	325	0	0	0	0	0	0	0

Data is current as of 11/20/2025





Buckman Direct Diversion Monthly SJC and Native Diversions								
Dec-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	642.136	371.118	7.114	263.905	263.905	0.000	0.000	1.743
JUL	652.169	320.362	74.513	257.295	257.295	0.000	0.000	1.166
AUG	647.277	0.000	0.000	659.885	659.885	0.000	12.608	3.210
SEP	666.797	0.000	0.000	776.587	776.587	0.000	109.791	3.604
OCT	612.559	0.000	0.000	631.170	631.170	0.000	18.612	5.811
NOV	385.574	154.074	0.000	231.501	231.501	0.000	0.000	1.755
DEC	353.083	214.183	0.000	138.900	138.900	0.000	0.000	1.053
TOTAL	5,901.261	2,010.073	272.294	3,759.904	3,759.904	0.000	141.010	26.014
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	120.885	2.317	84.961	84.961	0.000	0.000	208.164
	JUL	104.352	24.271	82.879	82.879	0.000	0.000	211.503
	AUG	0.000	0.000	208.462	208.462	0.000	4.107	208.462
	SEP	0.000	0.000	214.522	214.522	0.000	35.762	214.522
	OCT	0.000	0.000	197.347	197.347	0.000	6.062	197.347
	NOV	50.187	0.000	74.729	74.729	0.000	0.000	124.916
	DEC	69.766	0.000	44.837	44.837	0.000	0.000	114.604
	TOTAL	654.747	88.695	1,165.432	1,165.432	0.000	45.932	1,908.874



Date: December 4, 2025

To: BDD Board

From: Bradley Prada, BDD Facilities Manager

Re: BDD Facilities Manager Monthly Update to the BDD Board

This report outlines our progress on key facility projects, procurement, and staffing as of December 2025. We've made more progress on our Major Repair and Replacement (MR&R) projects. We also have a detailed update on our ongoing hiring efforts to fill several positions.

- **Major Repair and Replacement (MR&R) Fund.**

An RFP for PLC replacement has been posted. This is a high-priority project to modernize ageing control systems and mitigate the risk of operational downtime.

- **Current Job Vacancy Updates**

BDD personnel continue working with City staff to address existing vacancies. We are directly addressing the concern regarding turnover in the Accounting Supervisor position, which was brought up by the Board last month. Following in-depth discussions with the City Finance, PUD, and Water Directors, we have jointly decided to reclassify the Accounting Supervisor position to an Accounting Manager. This change ensures the role better reflects the higher level of responsibility and strategic oversight required within the BDD's Finance Department. This reclassification is crucial to attract and retain high-caliber financial leadership and provide the structural tools necessary for the successful execution of BDD's complex financial obligations.

<u>Title</u>	<u>Status</u>
Journeyman Electrician	Closes 12/12/25
Chemist	Closed, Pending department
Operator Ladder	Pending posting
Administrator Manager	Pending posting
Accounting Manager	Pending posting



The background of the slide is a photograph of a river with a small waterfall or rapids. The water is flowing over rocks, creating white foam and splashes. The water is a deep blue color. A semi-transparent blue rectangular box is overlaid on the left side of the image, containing the title and date.

Buckman Direct Diversion

River Intake Sedimentation and Alternatives Overview

December 4, 2025

Sediment Transport 101

Sediment Transport 101

- **Types of Sediment Transport:**

- **Suspended Load**

- Fine particles (silt, clay, fine sand) carried within the water column.
- Influenced by water velocity and turbulence.
- Measured as **Suspended Sediment Concentration (SSC)**.

- **Bedload**

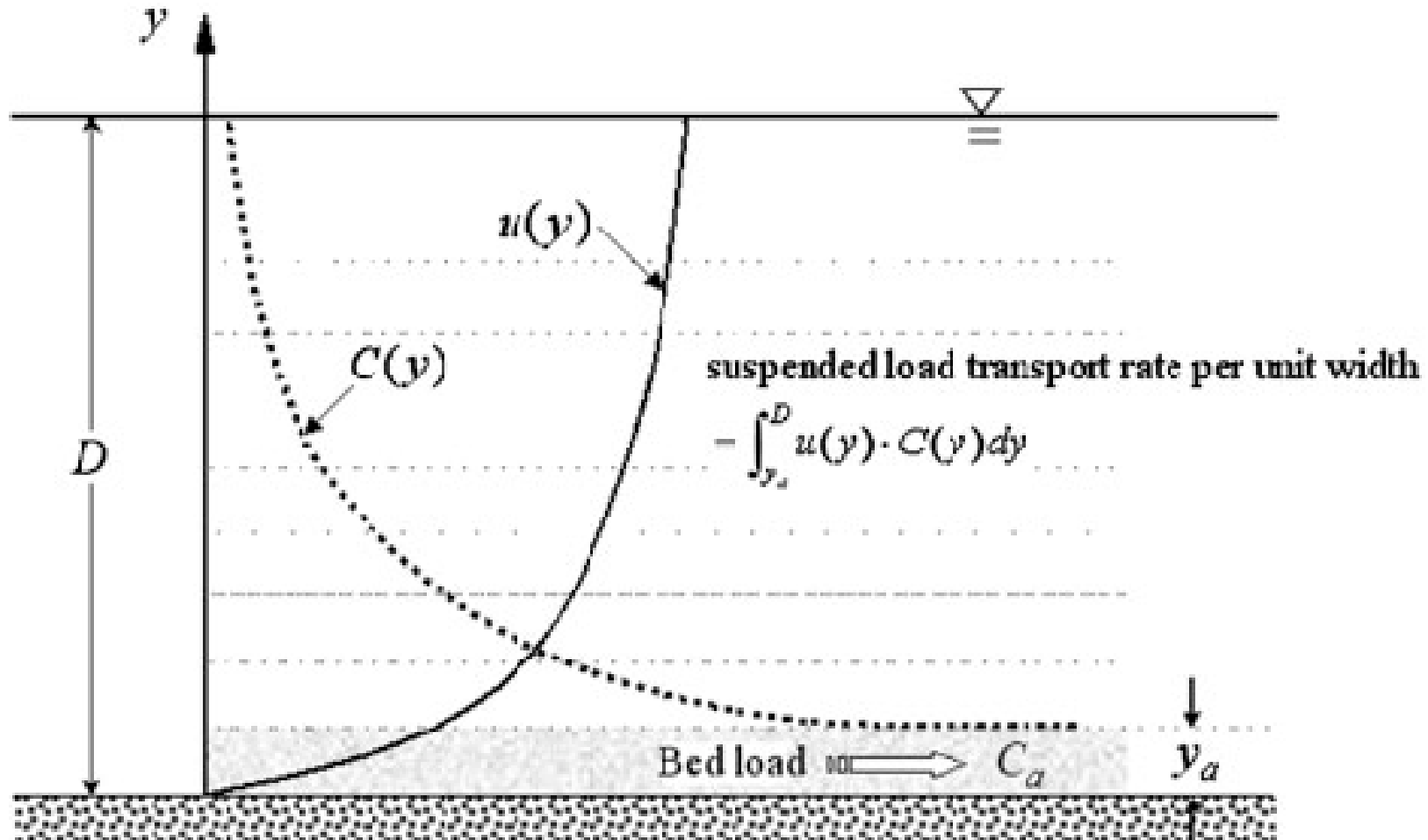
- Coarser particles (sand, gravel, cobbles) that roll, slide, or bounce (saltate) along the riverbed.
- Transported during higher flows.
- Not captured in standard SSC or turbidity measurements.

- **Total Sediment Load**

- Sum of **suspended load + bedload**.
- Important for understanding long-term channel change and sediment deposition.

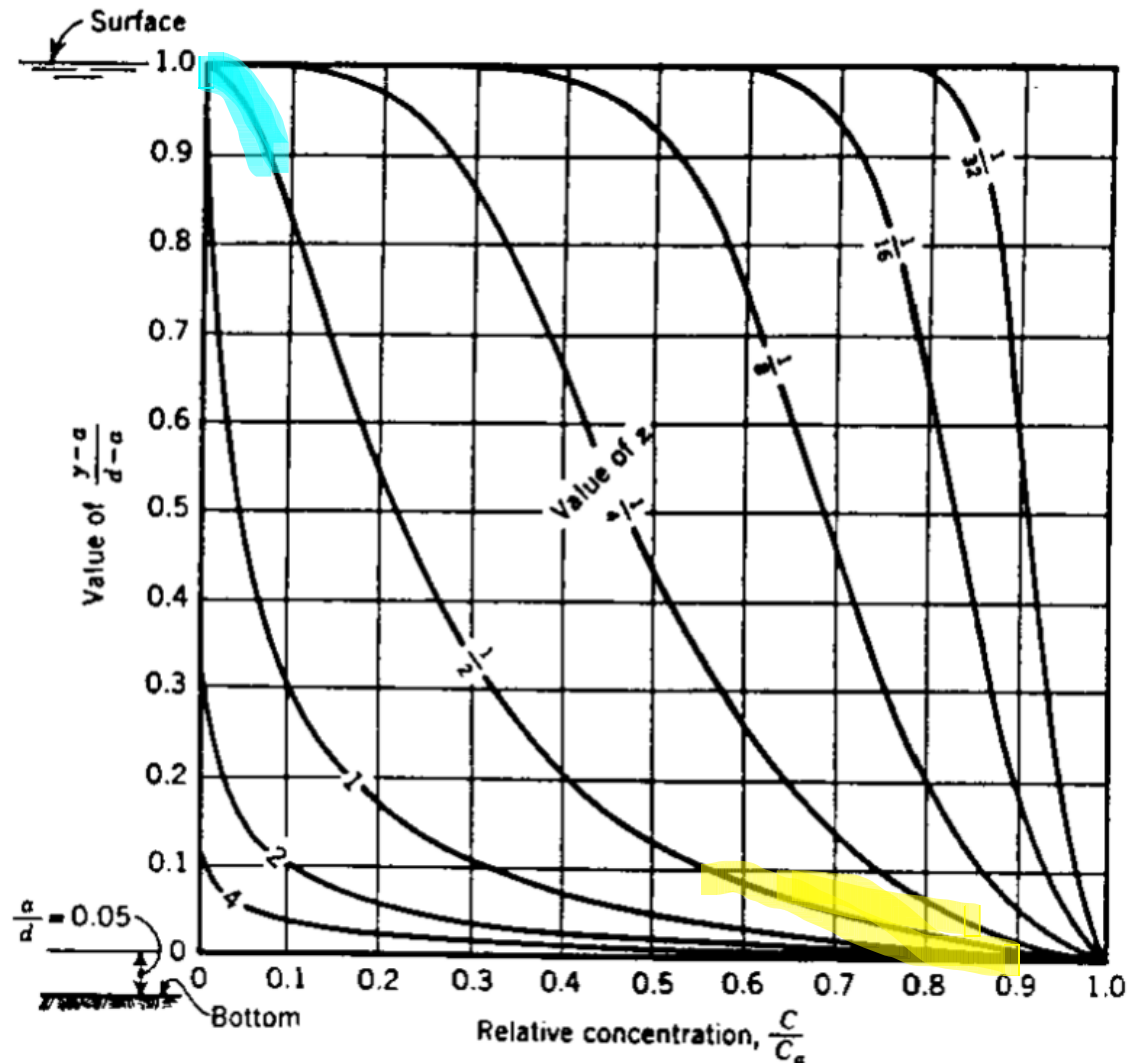
Sediment Transport 101

Suspended Sediment Concentration Profile



Sediment Transport 101

Suspended Sediment Concentration Profile



Discharge and Sediment Transport measurements from Otowi Bridge.

Channel Conditions

Discharge: 2,240 cfs

Mean Velocity: 4.23 ft/s

Depth: 4.69 ft

Mean Suspended Sands: **1,770 mg/l**

Total Suspended Sediment: **1,860 mg/l**

Suspended Sediment Analysis

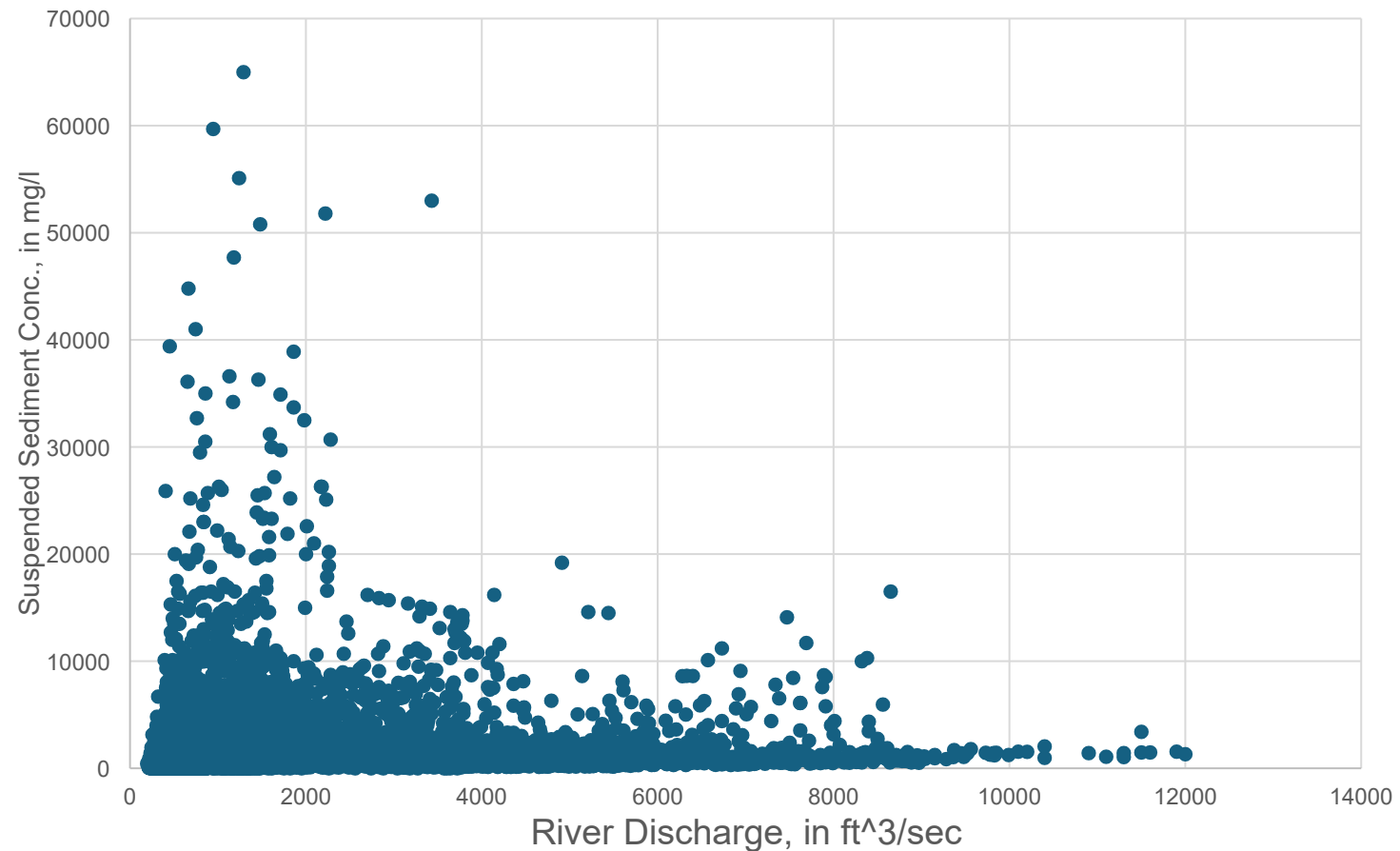
Bottom 6 inches Suspended Sand: 3,646 mg/l

Top 6 inches Suspended Sand : 234 mg/l

Sediment Transport 101

Rio Grande Suspended Sediment Concentration

Rio Grange at Otowi Bridge
08313000



Sediment Transport 101

Data from Rio Grande at Otowi:

- 5/14/1973

- Discharge ~7,010 cfs
- Sediment Flux 69,600 tons/day
- SSC 2990 mg/l
- % < 0.0625 mm 55% (45% Sand)*

- 6/1/1977

- Discharge ~297 cfs
- Sediment Flux 7.2 tons/day
- SSC 21 mg/l
- % < 0.0625 mm 93% (7% Sand)

- 1/30/1992

- Discharge 959 cfs
- Sediment Flux 183 tons/day
- SSC 70 mg/l
- % < 0.0625 mm 24% (76% Sand)

* Fall Diameter

- 8/28/1996

- Discharge 359 cfs
- Sediment Flux 487 tons/day
- SSC 502 mg/L
- % < 0.0625 mm 85% (15% Sand)

- 7/16/2014

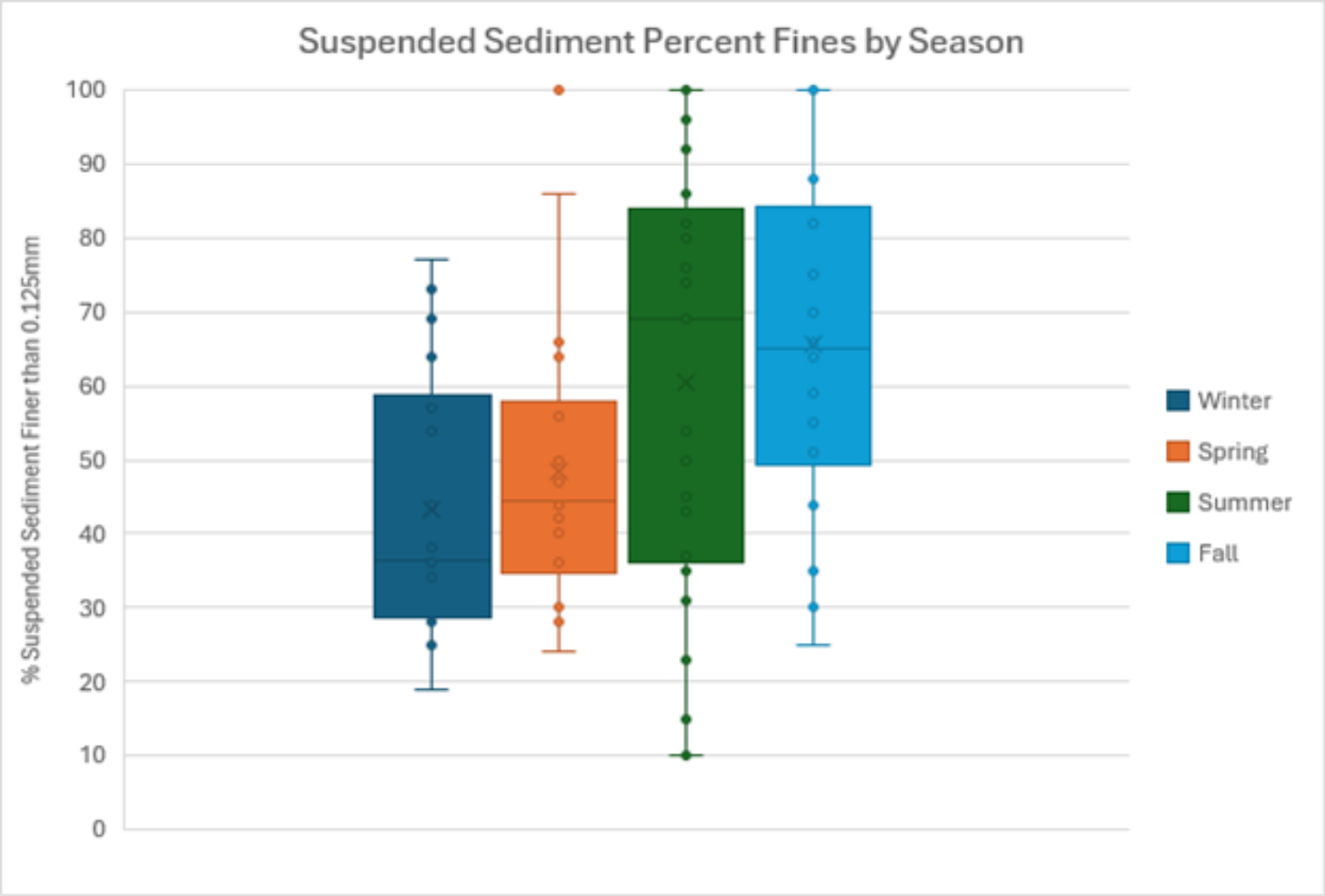
- Discharge 1,320 cfs
- Sediment Flux 59,500 tons/day
- SSC 15,000 mg/L
- % < 0.0625 mm 82% (18% Sand)

- 4/25/2023

- Discharge 3,700 cfs
- Sediment Flux 12,100 tons/day
- SSC 1,230 mg/L
- % < 0.0625 mm 16% (84% Sand)

Sediment Transport 101

Rio Grande Suspended Fine Sediment Concentration



River Intake Design

Intake Design Features

- Location and Configurations
- Fish/Aquatic Species Exclusion
- Debris Management
- In-Channel Features
- Intake Gate Type
- Sediment Removal

River Intake Alternatives

Location and Configurations

- In-channel
- Off-channel
- Off-channel with forebay
- Bank intake
- Ranney Well
- Infiltration gallery/Riverbank filtration
- Submerged Suction Bell Intake



Fish/Aquatic Species Exclusion

- Vertical / cylindrical screens
- Coanda screens
- Flat Plate Screens (Existing BDD)
- Modular Inclined Screens
- Bio-Acoustic Fish Fence (BAFF)



Debris Management

- Trash Racks
- Automated rakes
- Floating Boom/log Boom
- Debris Deflector Bar
- Bollards
- Traveling screens



In-Channel Features

- Rock or boulder vanes, Spur dikes, etc.
- Iowa Vanes (Sediment Vanes)
- Engineered Riffle/Boulder Grade Control
- River Grade Control (Fixed Weir/Obermeyer Inflatable Gates)

(a)



(b)



Intake Gate Type

- Obermeyer gate
- Hinged crest gate
- Slide gate (Downward opening)



Sediment Removal

- Settling Basin
- Plate or Tube Settlers
- Low Pressure Membrane Filtration
- Media or dual media filters
- Hydrocyclones (Lakos)
- Sediment flushing sluice



Questions



Date: December 4, 2025
To: Buckman Direct Diversion Board
Via: Bradley Prada, BDD Facility Manager
From: Kurt Traverse, BDD Accounting Support
Re: Request to Award ITB #26025 for GAC Media Changeout to Calgon Carbon Corporation

ITEM AND ISSUE:

Request for Approval to award Invitation to Bid (“ITB”) #26025, Granulated Activated Carbon Media Changeout, to Calgon Carbon Corporation (“Calgon”) and to approve a General Services Agreement (“GSA”) with Calgon for a total amount of \$472,500.00 inclusive of freight.

BACKGROUND:

The Buckman Direct Diversion Board (BDDDB) approved in its FY24 and FY25 Budgets, and carried-forward to FY26 funding, for the BDD Facility Manager to pursue a Major Repair & Replacement Fund (“MRRF”) project towards replacement of granular activated carbon (GAC) media as part of its water treatment process. This replacement is required to maintain compliance with operational, performance, and water quality standards. In FY26 BDD issued ITB #26025 soliciting bids for the removal and replacement of GAC media in the Filtrasorb 820 contractor vessels. Calgon Carbon Corporation, a Kurary company, submitted a responsive bid that has resulted in a GSA contract consistent with procurement requirements.

The FY26 scope of work includes the removal of existing GAC media from three (3) contractor vessels and installation of new Filtrasorb 820 media. The total quantity of media required is incorporated into Calgon’s fixed-price bid of \$472,500.00, which includes materials, labor, freight, and all associated services needed for a media changeout.

ACTION REQUESTED:

BDD Staff recommend approval of the attached General Services Agreement in the Amount of \$472,500 from the Major Repair & Replacement Fund as previously funded by the BDDDB.

APPROVAL:

Approved by BDDDB December 4, 2025

Commissioner Justin Greene, BDDDB Chair



BUCKMAN DIRECT DIVERSION BOARD

GENERAL SERVICES AGREEMENT

WITH CALGON CARBON CORPORATION, A KURARAY

COMPANY

For Granular Activated Carbon Media Changeout

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board (BDDDB), and Calgon Carbon Corporation, a Kuraray Company, ("Contractor") for the Calgon Filtrasorb 820 media changeout project. Under this Agreement, Contractor will provide all materials and services necessary to remove, dispose of, and replace the Granulated Activated Carbon (GAC) media used in BDDDB's water treatment process, ensuring continued compliance with performance and quality standards.

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 Contract 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.
- C. "Destination" refers to the final delivery location specified by the Buckman Direct Diversion Board (BDDDB) where goods, materials, or services are to be received, inspected, and accepted in accordance with the contract requirements.

2. SCOPE OF WORK

Contractor shall perform the following work: Replace Calgon Filtrasorb 820 media in three GAC Contactors. The media must be Calgon Filtrasorb 820 in order to accomplish the water quality that is required. The filter media will be removed from the GAC filters and will be dumped onsite at a location designated by the BDDDB. After removal, underdrains will be inspected to ensure proper flow. Once inspection is completed, new Calgon Filtrasorb 820 media is to be installed, with proper backwashing, in the three GAC Contactors. Each contactor holds 70,000 lbs. of media which totals to 210,000 lbs. that will be replaced.

3. COMPENSATION

The BDDDB shall pay to Contractor based upon fixed prices for each Deliverable Item as listed below:

Deliverable Item	Description	Price
1	Remove filter media in the three (3) contactors, inspect underdrains and install Calgon Filtrasorb 820 media.	\$472,500.00 Price is to include freight.

The total compensation under this Agreement shall not exceed \$472,500.00, excluding New Mexico gross receipts tax. Contractor is responsible for paying any applicable New Mexico gross receipts tax.

4. TERM

THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN EXECUTED BY THE BDDDB CHAIR. This Agreement shall terminate one year from the effective date and may be renewed thereafter. An Agreement for general services may not exceed four (4) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. DEFAULT AND FORCE MAJEURE

The BDDDB reserves the right to cancel all, or any part under this Agreement without cost to the BDDDB, 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 BDDDB 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, 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 BDDDB 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 BDDDB 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.

6. TERMINATION

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

B. Notice: BDDDB Opportunity to Cure.

1. The BDDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give the BDDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDDB 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 BDDDB 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 BDDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 16 "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDDB'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 BDDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

7. 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 BDDDB 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, or to agree to the reduced funding.

8. STATUS OF CONTRACTOR

Contractor, and Contractor's agents and employees, are independent Contractors for the BDDDB and are not employees of the City of Santa Fe ("City"). Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because 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 BDDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

9. 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 BDDDB.

10. SUBCONTRACTING

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

11. 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 BDDDB.

12. INSPECTION OF PLANT

BDDDB 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 Agreement.

13. 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 BDDDB and are in addition to and do not limit any rights afforded to the BDDDB by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. 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.

15. RECORDS AND AUDIT

During the term of this Agreement and for three (3) years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BDDDB, the State Auditor and other appropriate state and federal authorities. The BDDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDDB to recover excessive or illegal payments.

16. APPROPRIATIONS

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the BDDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, 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.

17. 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.

18. 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 by the BDDDB.

19. 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, NMSA 1978, Chapter 10, Article 16.
- 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 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 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.

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

The BDDDB reserves the right to require a change in Contractor's assigned representatives if they are not adequately serving the BDDDB's needs.

21. 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.

All terms and conditions of the 26025 - Granular Activated Carbon Media Changeout and Contractor's response to such document(s) are incorporated herein by reference.

22. NOTICE

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

23. 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.

24. INDEMNIFICATION

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

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The BDDDB 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.

26. 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 a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. INCORPORATION BY REFERENCE AND PRECEDENCE

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 BDDDB response to questions); (2) Contractor's best and final offer; and (3) Contractor's response to the request for proposals.

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 BDDDB; and (5) Contractor's response to the request for proposals.

28. 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 BDDDB.

29. INSPECTION

If this Agreement includes 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.

30. INSPECTION OF SERVICES

If this Agreement included 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 BDDDB covering the services under this Agreement. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDDB and for as long thereafter as the Agreement requires. The BDDDB 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 BDDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the BDDDB 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the BDDDB may require Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the BDDDB 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 Agreement 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 BDDDB may:
 - 1. by Agreement or otherwise, perform the services and charge to Contractor any cost incurred by the BDDDB that is directly related to the performance of such service; or
 - 2. terminate the Agreement for default.

31. INSURANCE

If the services contemplated under this Agreement will be performed on or in Buckman Direct Diversion 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.

31.1. 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 BDDDB their officials, officers, employees, and agents as additional insureds.

31.2. BUSINESS AUTOMOBILE LIABILITY

If the services contemplated under this Agreement will be performed on or in BDDDB 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 BDDDB or their officials, officers, employs, and agents as additional insureds.
- B. **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 Contractor. 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.
- C. **Contractor shall maintain** the above insurance for the term of this Agreement and name the BDDDB as an additional insured and provide for thirty (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.

31.3. 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.

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.

32. 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.

33. 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.

34. 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.

35. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

A. Contractor shall defend, at its own expense, the BDDDB 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 BDDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, Contractor agrees to reimburse the BDDDB for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDDB 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 BDDDB the right to continue using the product or service and fully indemnify the BDDDB against all claims that may arise out of the BDDDB'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 BDDDB to the extent such modification is the cause of the claim.

36. 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.

37. 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 BDDDB 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 Agreement 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 BDDDB 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 6, "Termination" 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 document. 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 the 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 document, Contractor must provide immediate written notice to the BDDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the BDDDB, the BDDDB may terminate the Agreement for cause. The City of Santa

Fe may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDDB.

38. 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 Agreement sum and Agreement 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 Agreement 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 an Agreement remedy. Any change in Total Compensation must be reflected in an amendment executed pursuant to Section 7 "Amendment" of this Agreement.

39. 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.

<u>To the BDDDB:</u>	Buckman Direct Diversion Contract Admin 341 Caja Del Rio Rd Santa Fe, NM 87506 gxayana@santafenm.gov (925) 398-9507	<u>To Contractor:</u> Calgon Carbon Corporation James Gray 3000 GSK Drive Moon Township, PA 15108 james.pgray@kuraray.com 412-956-7885
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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.

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

BDDDB Chair - APPROVAL

CONTRACTOR:

Justin Greene, BDDDB Chair



James Gray, Municipal Bids and Contracts -
Drinking Water Solutions Project Manager
Nov 21, 2025

DATE SIGNED

Date Signed

7389949

NMBTIN#

ATTEST

SIGNATURE

Katharine E. Clark


FULL NAME

County Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:


Nancy Long (Nov 21, 2025 12:18:16 MST)

SIGNATURE

Nancy R. Long

FULL NAME

BDDDB Attorney

TITLE

Nov 21, 2025

DATE SIGNED

APPROVED FOR FINANCES

SIGNATURE

Emily Oster

FULL NAME

City Finance Director

TITLE

DATE SIGNED



Date: November 26, 2025
To: Buckman Direct Diversion Board
Via: Brad Prada, BDD Facilities Manager
From: Kyle Harwood, BDD Board Counsel
Subject: Memorandum of Understanding between the U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons

Item and Issue:

The BDD Board staff, consultants and counsel recommend the attached final draft of the 2025-208 Memorandum of Understanding with LANL's EM-LA (Environmental Management-Los Alamos).

This recommended MOU **does not** include funding for Rio Grande water quality sampling as previous MOUs have done, however BDD Board staff, consultants and counsel will continue to work with LANL on securing funding.

In summary, this agreement ...

1. ... will addresses calendar years 2026, 2027 and 2028, with an effective date before the end of the calendar year 2025.
2. ... will modify the E110.7 gage, located near the confluence of the Los Alamos/Pueblo canyon and the Rio Grande, such that the camera (with night functionality) shall be pointed upstream so that LA/P Canyon flows can be determined even when the Rio Grande may be in flood stage. The approval of Pueblo de San Ildefonso will be required for this new camera alignment.
3. ... includes clarifications to the map exhibit.
4. ... includes changes to the description of reporting by LANL EM-LA to NMED of LA/Pueblo canyon environmental monitoring and the reporting to the Intellus database.
5. ... includes other minor edits recommended by the parties

LANL staff and counsel have indicated they approve of this MOU and will execute the same upon approval by the BDD Board.

Recommendation

BDD Board staff, consultants and counsel recommend approval by the Board of the attached MOU with direction to the Board chair to execute the agreement.



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

A. Parties

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

B. Background

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

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

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

The New Mexico legislature encouraged the BDD Board and DOE to memorialize their agreement to certain activities relating to the mitigation and monitoring of LANL-origin water quality contaminants. On May 13, 2010, the BDD Board and DOE executed the first Memorandum of Understanding. On January 12, 2015, the BDD Board and DOE executed a second Memorandum of Understanding. On November 20, 2017, the BDD Board and DOE executed a third Memorandum of Understanding, which the BDD Board and DOE extended until December 1, 2021. The BDD Board and DOE extended the 2017 Memorandum of Understanding a second time until February 9, 2022. On February 8, 2022, EM-LA and the BDD Board executed a fourth Memorandum of Understanding. The fourth Memorandum of Understanding expired on December 10, 2024.

C. Objectives

This MOU establishes roles and responsibilities for notification between EM-LA (by EM-LA or through its contractor) and the BDD Board regarding streamflow in Los Alamos and Pueblo

Canyons and water quality sampling by the BDD staff at the BDD intake for BDD operations.

The primary objectives of this MOU are as follows:

1. Enable BDD staff to make decisions regarding facility operations based on notifications from the Early Notification System (ENS);
2. Support water quality monitoring at the BDD intake; and
3. Share certain data and documents detailed below in Sections E.4 and F regarding BDD operations.

Maps of the ENS and BDD are set forth in **Attachment A**.

D. Authorities

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

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

E. Agreement Principles

E.1 Agreements with Pueblo de San Ildefonso

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

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

E.2 Los Alamos / Pueblo Canyons Early Notification System

The ENS will provide real-time streamflow data or visual verification of streamflow to the BDD at the following gaging stations to enable BDD staff to make decisions regarding BDD operations, including temporarily ceasing diversion of water from the Rio Grande. EM-LA (through its contractor) will operate and maintain the early notification system equipment at these stations. The ENS consists of the following:

1. **Gaging Station E050.1** in Los Alamos Canyon above the Pueblo Canyon confluence;
2. **Gaging Station E060.1** in Pueblo Canyon above the Los Alamos Canyon confluence;
3. **Gaging Station E099** in Guaje Canyon on Pueblo property above the Los Alamos Canyon confluence.
4. **Gaging Station E110.7** in Los Alamos Canyon on Pueblo property above the Rio Grande confluence.

Data transmission to the BDD from Gaging Stations E099 and E110.7 is dependent upon the BDD Board or staff, as appropriate, obtaining an access permit from the Pueblo to receive the data.

ENS Gaging Station E050.1 is equipped with streamflow measurement capabilities; streamflow verification capabilities—radar, encoder, and pressure bubbler; real-time conveyance of streamflow data (telemetry); and a camera for visual verification of streamflow. Streamflow is measured within a concrete trapezoidal supercritical-flow flume design. The system is capable of a low-flow discharge measurement of 5 cfs.

ENS Gaging Station E060.1 is equipped with streamflow measurement capabilities; streamflow verification capabilities—radar, encoder, and pressure bubbler; real-time conveyance of streamflow data (telemetry); and a camera for visual verification of streamflow. Streamflow is measured within a concrete trapezoidal supercritical-flow flume design. The system is capable of a low-flow discharge measurement of 5 cfs.

ENS Gaging Station E099 is equipped with streamflow measurement capabilities; streamflow verification capabilities—radar; and real-time conveyance of streamflow data (telemetry).

ENS Gaging Station E110.7 is equipped with streamflow verification capabilities—radar; real-time conveyance of flow/no-flow data (telemetry); and a camera for visual verification of streamflow. The Parties acknowledge that Pueblo permission will be required for either: (1) re-orienting the camera currently at E110.7 to point upstream of the confluence of Los Alamos Canyon and the Rio Grande; or (2) installing a different camera at E110.7 to point upstream of the confluence of Los Alamos Canyon and the Rio Grande. The Parties agree to cooperate and jointly attend all discussions and meetings with the Pueblo to obtain such permission. If a different camera is installed at E110.7 to point upstream, then EM-LA may remove the camera that is currently located at E110.7.

Descriptions of the ENS Gaging Stations are set forth in the chart contained in **Attachment B**.

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

E.3 Rio Grande at BDD Intake Sampling Program

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

E.4 Document Sharing

EM-LA will copy the BDD Board on EM-LA's submission to the New Mexico

Environment Department (NMED) of the annual Monitoring Report and Monitoring Plan for Los Alamos/Pueblo Watershed Sediment Transport Mitigation Project. EM-LA will also copy the BDD Board on correspondence from EM-LA to NMED regarding this submission.

The BDD Board will provide EM-LA with: (1) the results of all sampling and analysis conducted as part of the BDD Intake Sampling Program; and (2) an annual report of all instances in which the BDD received streamflow notifications from the ENS over the previous year (ENS Diversion Report), with such report to be provided to EM-LA at the Annual Review under Section H.

The ENS Diversion Report will specify, at a minimum: (1) which ENS notifications resulted in cessation of diversions from the Rio Grande; (2) when such diversion cessations occurred; and (3) the duration of each such diversion cessation.

F. BDD Project Data Sharing

EM-LA (or its contractor) will provide real-time streamflow data and visual verification data from the ENS gaging stations to the BDD, as specified in Section E.2. The BDD Board will ensure analytical results from the BDD Intake Sampling Program are made available to EM-LA staff (and its contractor) in an Electronic Data Deliverable (EDD) format for EM-LA (or its contractor) to upload to the Intellus database.

Stormwater quality data obtained at Gaging Stations E050.1 and E060.1 will be made available to the BDD Board via the Intellus database and will be included in the annual report specified in Section E.4.

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

G. Coordination

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

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

H. Annual Review

BDD staff (and BDD's contractors) and EM-LA staff (and EM-LA's contractor) will meet annually to review: (1) the ENS, including the ENS Diversion Report; (2) BDD operations and sampling programs, including BDD Intake Sampling Program results under Section E.3 for the prior year; and (3) EM-LA's Los Alamos/Pueblo Watershed Sediment Transport Mitigation Project.

I. Contacts

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

- **EM-LA**
Brian Harcek
Director, Office of Quality and Regulatory Compliance
U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office
1200 Trinity Drive, Suite 400
Los Alamos, NM 87544
Email: brian.harcek@em.doe.gov

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

- **BDD Board**
Bradley Prada
BDD Facilities Manager
Buckman Direct Diversion
341 Caja De Rio Road
Santa Fe, NM 87506
Email: bxprada@santafenm.gov

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

J. Period of Agreement, Modification, or Termination

This MOU is effective upon the signature of both Parties and expires on December 10, 2028. The Parties may modify this MOU by written amendment. Either Party may unilaterally terminate this MOU before the expiration date, provided the Party seeking termination gives written notice to the other Party's representative at least 90 days before the termination date.

K. Dispute Resolution

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

L. Other Provisions

1. Nothing in this MOU is intended to conflict with requirements of the Parties or applicable laws.

Any such conflicting terms are invalid, but the remainder of this MOU remains in effect. If a term is deemed invalid, the Parties will take appropriate action, including amendment or termination. The activities described in this MOU are consistent with, and will be carried out subject to, all known policies, regulations, and applicable laws that pertain to the Parties.

2. This MOU in no way restricts the Parties from participating in any activity with other public or private agencies, organizations, or individuals.
3. Activities described in this MOU are subject to the availability of appropriated funds.
4. This MOU is not: (a) a financial obligation that serves as a basis for expenditures; or (b) a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. No provision in this MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
5. This MOU is not legally enforceable and will not be construed to create any legal obligation on the part of either Party. This MOU will not be construed to provide a private right, or cause of action, for or by any person or entity.

M. Signatures

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

EM-LA

Jessica Kunkle, Manager
Environmental Management, Los Alamos Field Office

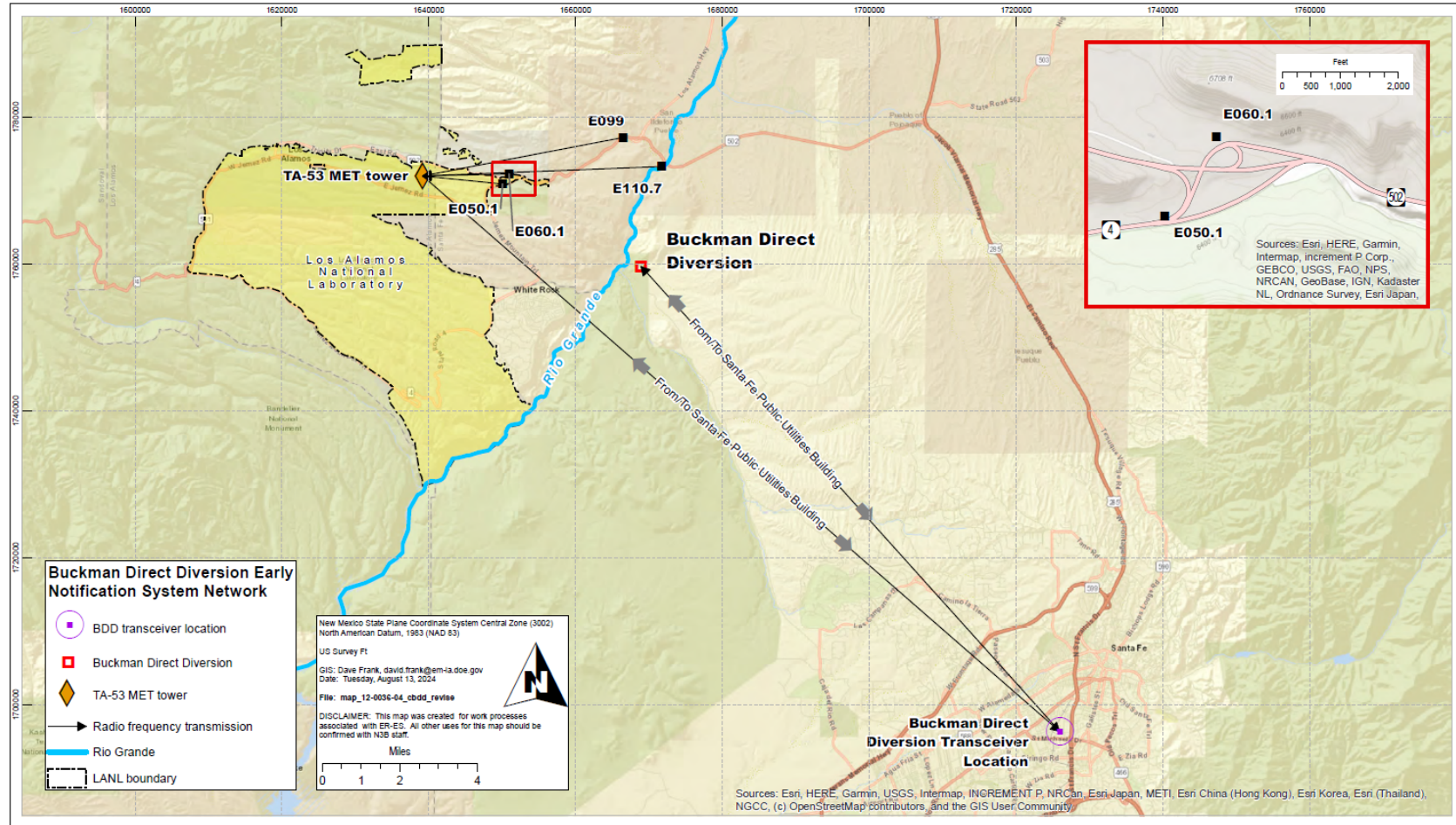
Date

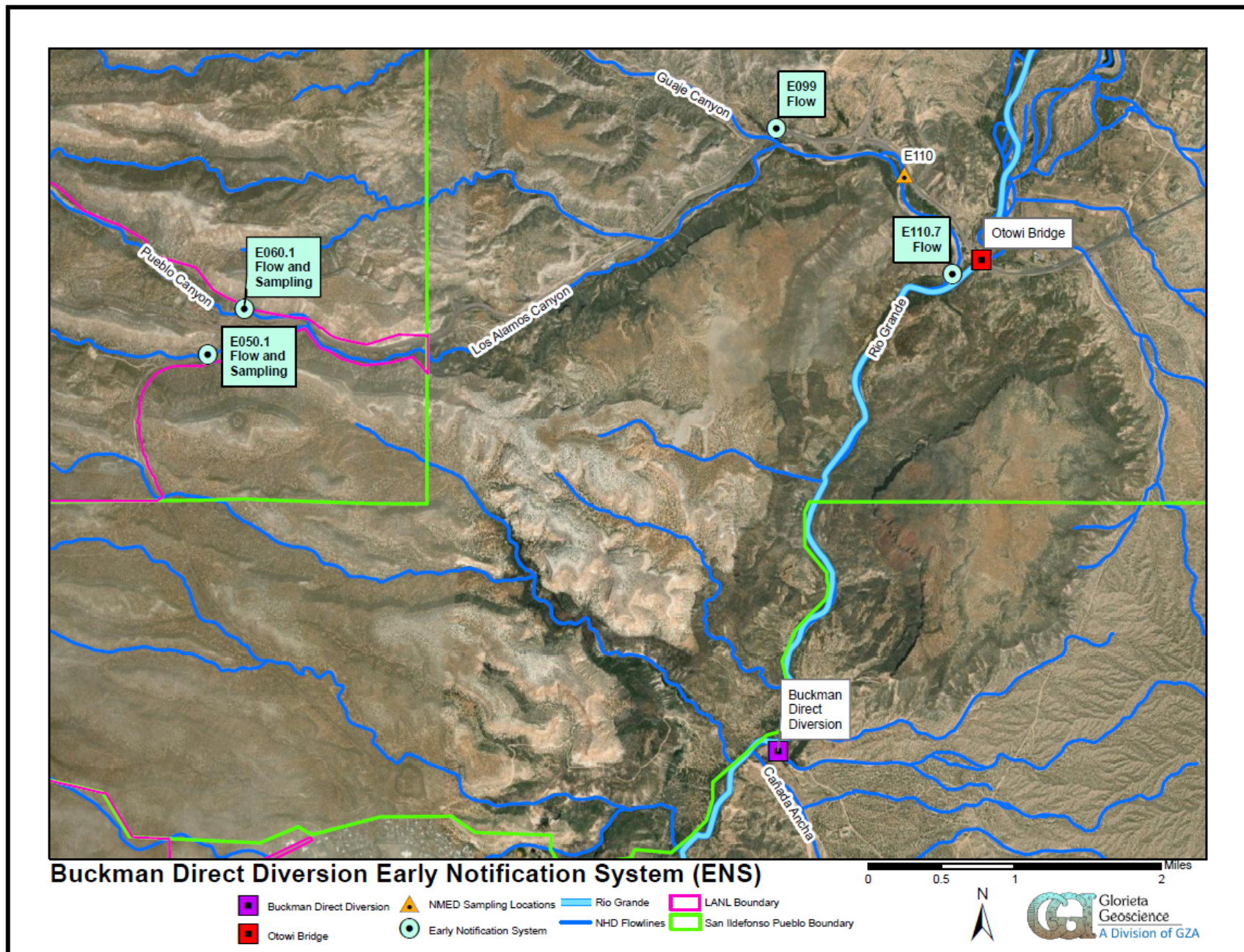
BDD Board

Justin Greene, BDD Board Chair

Date

Attachment A: Maps of ENS and BDD





Attachment B: ENS Gaging Station Descriptions

	Streamflow Measurement (Rating curve developed)	Radar (Verify streamflow)	Encoder (Verify streamflow)	Pressure Bubbler (Verify streamflow)	Telemetry (Real-time conveyance of streamflow data)	Camera (Visual verification of streamflow)
E050.1	√*	√	√	√	√	√
E060.1	√*	√	√	√	√	√
E099	√	√			√	
E110.7		√			√	√**

*Streamflow is measured within a concrete trapezoidal supercritical-flow flume design. The system is capable of a low-flow discharge measurement of 5 cfs.

** If the Parties receive permission from the Pueblo (as discussed in Section E.2), the E110.7 camera will point upstream of the confluence of Los Alamos Canyon and the Rio Grande.