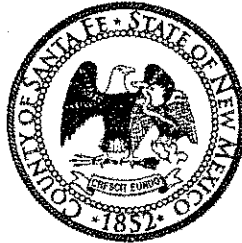


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: January 8, 2019
To: Santa Fe County Board of County Commissioners
From: R. Bruce Frederick, County Attorney
Re: *Amendment No. 8 to Project Management and Fiscal Services Agreement, Buckman Direct Diversion (BDD) Project.*

Issue:

Whether to approve Amendment No. 8 to the Project Management and Fiscal Services Agreement (PMFSA or Agreement).

Background:

The BDD Board and the City of Santa Fe (City) entered into the original PMFSA in 2007 pursuant to the Joint Powers Agreement (JPA) between the City and Santa Fe County (County) governing BDD Project. The PMFSA designated the Sangre de Cristo Water Division of the City as Project Manager of the BDD Project and imposed specific duties on the Project Manager during construction and operations. In addition, the Agreement designates the City as the Project Fiscal Agent, imposing specific duties relating to fiscal management, and providing for compensation to the City in the amount of 1% of the total annual operating budget of the Project. The original PMFSA was to expire on December 1, 2015.

Prior amendments (a) extended the term of the original Agreement twice and finally made it month-to-month¹ and (b) increased the Project Manager's purchasing authority (currently \$60,000, exclusive of GRT).

A committee formed by the BDD Board, consisting of Commissioner Hamilton, Councilor Ives, and City and County staff negotiated the terms of proposed Amendment No. 8. The purpose of the Amendment is to: (a) incorporate the division of "Las Campanas" into two separate entities—the Club at Las Campanas and the Las Campanas Water and Sewer Cooperative; (b) incorporate

¹ The parties expect to execute a new fixed term PMFSA within 1 year. Under the JPA, the new PMFA must be reviewed by the BDD Board at the end of its term, or every seven years, whichever occurs first.

amendments to the JPA; (c) provide the BDD Board more input and notice concerning Project Facilities Manager; (d) make the timing of annual financial statements consistent with state law; and (e) increase the City's compensation from 1% to 4.5% of the total annual operating budget of the Project.

Consistent with the original PMFSA, Amendment No. 8 must be executed by the City and the BDD Board, i.e., the parties to the original PMFSA. However, County staff believes that the County's approval of Amendment No. 8 is also required under the First Amendment to the JPA. The BDD Board has already executed Amendment No. 8, and the City Council will consider it on January 9, 2019.

Action Requested:

Approve Amendment No. 8.

ATTACHMENTS: Original PMFSA
Previous Amendments to PMFSA

**AMENDMENT NO. 8
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 8 ("Amendment No. 8") to the Project Management and Fiscal Services Agreement ("Agreement") is between the Buckman Direct Diversion Project Board (the "BDD Board") and the City of Santa Fe ("City" or "Project Manager").

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager's monetary authority from \$30,000 to \$50,000; pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is exclusive of gross receipts tax; pursuant to Amendment Nos. 4, 5 and 6 to extend the term of the Agreement; and pursuant to Amendment No. 7 to increase the Project Manager's monetary authority from \$50,000 plus applicable gross receipts tax to \$60,000.00 plus gross receipts tax;

WHEREAS, the BDD Board and the Project Manager desire to further amend the Agreement as set out below;

WHEREAS, the County has reviewed and approved this Amendment No. 8.

NOW, THEREFORE, for consideration, the BDD Board and the Project Manager agree as follows:

1. **ARTICLE 1. DEFINITIONS.** Section L of Article 1 is deleted in its entirety and replaced with the following:

L. "Las Campanas" means the Las Campanas Water and Sewer Cooperative, a New Mexico cooperative association and the Club at Las Campanas, a New Mexico not for profit association, both signatories of the FOPA.

2. **ARTICLE 3. RESPONSIBILITIES OF THE BDD BOARD.** Subsection B of

Article 3 is deleted in its entirety and replaced with the following:

- B. Supervise the performance of the Project Manager pursuant to §§ 4 and 12 of the JPA, as amended.

3. **ARTICLE 6. SPECIFIC RESPONSIBILITIES OF THE PROJECT MANAGER DURING OPERATIONS.** Subsection O of Article 6 is deleted in its entirety and

replaced with the following:

- B. Provide all necessary staff, materials, and supplies necessary to operate and maintain the Project consistent with Board funding. All Project staff shall be employees of the City, including a Facilities Manager, who shall be responsible for reporting to the BDD Board and the City Manager, for the day-to-day operations of the Project, and for supervising all other Project staff. Consistent with the City Charter, only the City Manager has the authority to hire, fire, and discipline the Facilities Manager.

Prior to hiring the Facilities Manager, the City Manager will brief the BDD Board in executive session regarding the candidates for the position, and the BDD Board may appoint the Citizen member or his/her alternate to be on the interview panel.

Upon receiving a written resignation from the Facilities Manager, and before issuing a suspension, demotion, dismissal, or re-assignment of the Facilities Manager, the City Manager shall brief the County Attorney, the City Attorney, and the BDD Board Attorney regarding the effects, if any, of the action on the operation of the BDD or other matters concerning the BDD.

The Parties do not intend to create any third-party beneficiaries to this Agreement and nothing herein is intended to create or affect the rights or obligations of any City employee, including the Facilities Manager, or conflict with the City Charter;

4. **ARTICLE 7. FISCAL AGENT RESPONSIBILITIES.** Subsection A(6) of

Article 7 is deleted in its entirety and replaced with the following:

- (6) After the end of each fiscal year, and in accordance with the New Mexico state audit rule, provide copies of audited financial statements to the City, the County and Las Campanas, showing the

assets, liabilities, revenues, expenses, equity balances and budget comparisons for the BDD Project fund on an annual basis for the prior fiscal year in accordance with GAAP and GASB, complete the Management's Discussion and Analysis (MDA) for the annual financial report, and provide upon request, a monthly general ledger report. The Project Manager shall be allowed to recommend that its auditors produce the financial statements, dependent on staff availability and the complexity of the reporting requirements.

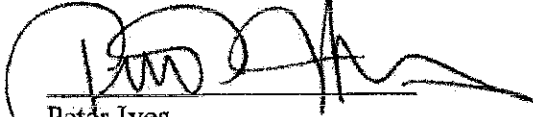
5. **ARTICLE 8. COMPENSATION.** Section A of Article 8 is deleted in its entirety and replaced with the following:

A. The Project Manager shall be compensated for its services as fiscal agent to the Project in an amount equal to four and one-half percent (4.5%) of the total annual operating budget (excepting reserve funds and litigation expenses) of the Project in each fiscal year.

6. Except as expressly modified by this Amendment No. 8 and prior Amendment Nos. 3, 6, and 7, the Agreement remains in full force and effect in accordance with its terms.

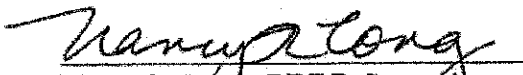
[Signature pages follow]

BUCKMAN DIRECT DIVERSION BOARD

By: 
Peter Ives,
BDDDB Chair

Date: 11/1/18

APPROVED AS TO FORM:


Nancy R. Long, BDDDB Counsel

SANTA FE COUNTY APPROVAL

By: _____
Anna Hansen, Chair
Board of County Commissioners

ATTEST:

Geraldine Salazar
County Clerk

Approved as to form:

R. Bruce Frederick
County Attorney

APPROVED:

Stephanie Schardin Clarke
Finance Director

CITY OF SANTA FE

By: _____
Alan Webber,
Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

City Finance Director

Business Unit/Line Item

Yolanda Vigil, City of Santa Fe Clerk

ITEM # 18-0790

**AMENDMENT NO. 7
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 7 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 7") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project ("Project") on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the partners will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager's monetary authority from \$30,000 to \$50,000; pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is



exclusive of gross receipts tax; and pursuant to Amendment Nos. 4, 5 and 6 to extend the term of the Agreement.

WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No. 7 to further increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$50,000.00 plus applicable gross receipts tax to \$60,000.00 plus gross receipts tax.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 7, the BDD Board and the Project Manager agree as follows:

1. **Article 3, Section C** is deleted in its entirety and replaced with the following:
 - C. Review and approve all contracts for the procurement of the Project including documents related to design, engineering, construction, operation, and maintenance of the Project, including, without limitation, requests for proposals, requests for qualifications, contracts, expenditures in amounts greater than \$60,000.00.

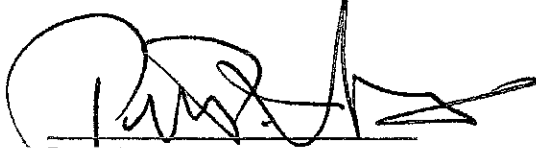
The BDD Board shall review, and if approved, execute the Owners' Consultant and the Design-Build Contracts, pursuant to Sections 10 and 11 of the JPA.

Contracts and expenditures in amounts of \$60,000.00 or less may be reviewed, and if acceptable, may be approved administratively by the Project Manager. In an emergency, the Project Manager may approve contracts and expenditures over \$60,000.00 if it is not practical to submit the contracts or expenditures to the BDD Board for approval prior to the transaction. In that event, the BDD Board shall be informed of the emergency procurement in excess of \$60,000.00 at the next scheduled meeting.

2. **Article 4, Section I** is amended by deleting the monetary amount contained in the section and replacing it with "\$60,000.00."
3. **Article 10, Section N Subcontractors** is amended by deleting the monetary amount contained in the section and replacing it with "\$60,000.00."
4. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 7 to be executed and delivered by its duly authorized representatives as of the date specified below the signatory for the Sangre de Cristo Water Division of the City of Santa Fe.

BUCKMAN DIRECT DIVERSION BOARD


By: 
Peter Ives,
BDDDB Chair

Date: 6-7-18

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED:

 6/15/18
City Finance Director

N/A
Business Unit/Line Item

**THE SANGRE DE CRISTO WATER
DIVISION OF THE CITY OF SANTA FE**

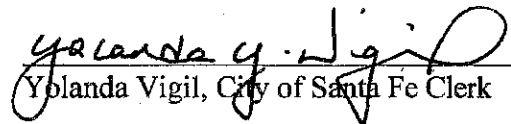
By: 
Alan Webber,
Mayor

Date: 7-17-18

APPROVED AS TO FORM:


City Attorney

Date: 6/15/18


Yolanda Vigil, City of Santa Fe Clerk

Date: CC mtg. 7/11/18

**AMENDMENT NO. 6
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 6 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 6") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project ("Project") on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the partners will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager's monetary authority from \$30,000 to \$50,000; pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is



exclusive of gross receipts tax; pursuant to Amendment Nos. 4 and 5 to extend the term of the Agreement.

WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No. 6 to further extend the term of the Agreement.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 6, the BDD Board and the Project Manager agree as follows:

1. **ARTICLE 2, TERM, EFFECTIVE DATE**, is amended to extend the term of the Agreement from December 31, 2016 on a month by month basis until a new support services agreement executed by the parties.
2. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 6 to be executed and delivered by its duly authorized representatives as of the date specified below the signatory for the Sangre de Cristo Water Division of the City of Santa Fe.

BUCKMAN DIRECT DIVERSION BOARD

**THE SANGRE DE CRISTO WATER
DIVISION OF THE CITY OF SANTA FE**

By: _____
Carmichael Dominguez,
BDDDB Chair

By: _____
Javier Gonzales,
Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

City Attorney
Date: _____

APPROVED:

Adam Johnson, Interim City Finance Director

Yolanda Vigil, City of Santa Fe Clerk

Date: _____

Business Unit/Line Item



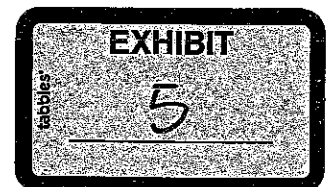
**AMENDMENT NO. 5
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 5 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 5") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project ("Project") on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the partners will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager's monetary authority from \$30,000 to \$50,000; pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is



exclusive of gross receipts tax; and pursuant to Amendment No. 4 to extend the term of the Agreement; and

WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No. 5 to further extend the term of the Agreement.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 5, the BDD Board and the Project Manager agree as follows:

1. **ARTICLE 2, TERM, EFFECTIVE DATE**, is amended to extend the term of the Agreement effective as of July 1, 2016 to December 31, 2016.
2. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 5 to be executed and delivered by its duly authorized representatives as of the date specified below the signatory for the Sangre de Cristo Water Division of the City of Santa Fe.

BUCKMAN DIRECT DIVERSION BOARD

**THE SANGRE DE CRISTO WATER
DIVISION OF THE CITY OF SANTA FE**

By: C. Dominguez
Carmichael Dominguez,
BDDDB Chair

By: Javier Gonzales
Javier Gonzales,
Mayor

BDDDB Approved - June 2, 2016

Date: 6/16/16

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long, BDDDB Counsel

MDM
City Attorney
Date: 6/13/16

APPROVED:

Oscar Rodriguez
Oscar Rodriguez, City Finance Director
N/A
Business Unit/Line Item

Yolanda Vigil
Yolanda Vigil, City of Santa Fe Clerk *mb*
Date: 6-24-16



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: For June 2, 2016 meeting
To: Buckman Direct Diversion Board
From: Nancy R. Long
Subject: **Consideration of Extension to the Term of the PMFSA**

ITEM AND ISSUE:

Discussion and possible action to extend the term of the Project Management and Fiscal Services Agreement (PMFSA) from June 30, 2016 to December 31, 2016.

BACKGROUND AND SUMMARY:

The Staff Advisory Group recommended that the Buckman Direct Diversion Board select the City of Santa Fe to continue to serve as the Support Entity for the BDDDB and enter into a new agreement for support services with a term through June 30, 2020. The Board adopted the Staff Advisory Group's recommendation. The original term of the PMFSA was December 31, 2015 but was extended to June 30, 2016 to allow time for the negotiation of a new agreement.

Negotiations have been ongoing regarding the terms of the new Support Entity Agreement. It is unlikely that the new agreement will be finalized prior to the expiration of the term of the PMFSA which is June 30, 2016. It is therefore recommended that the term of the PMFSA be extended through December 31, 2016. It is expected that the new Support Entity Agreement can be completed prior to that time.

RECOMMENDATION:

It is recommended that the Board approve Amendment No. 5 to the PMFSA, extending the term of the agreement to December 31, 2016. The amendment must also be approved by the City of Santa Fe.



ITEM # 15-1231

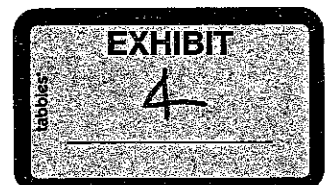
**AMENDMENT NO. 4
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 4 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 4") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project ("Project") on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the partners will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement to increase the Project Manager's monetary authority to enter into contracts and expenditures for the Project from \$20,000 to \$30,000; pursuant to Amendment No. 2 to the Agreement to increase the Project Manager's monetary authority from \$30,000 to \$50,000; and pursuant to Amendment No. 3 to the Agreement to clarify that the monetary authority is exclusive of gross receipts tax; and



WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No: 4 to extend the term of the Agreement.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 4, the BDD Board and the Project Manager agree as follows:

1. **ARTICLE 2, TERM, EFFECTIVE DATE**, is amended to extend the term of the Agreement effective as of December 1, 2015 to June 30, 2016.
2. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 4 to be executed and delivered by its duly authorized representatives as of the date specified below the signatory for the Sangre de Cristo Water Division of the City of Santa Fe.

BUCKMAN DIRECT DIVERSION BOARD

**THE SANGRE DE CRISTO WATER
DIVISION OF THE CITY OF SANTA FE**

By: *Liz Stefanics*
Liz Stefanics, BDDDB Chair

BDDDB Approved 11/5/2015

By: *Javier Gonzales*
Javier Gonzales,
Mayor

Date: 12/21/15

ATTEST:

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk
File Date: 1-26-2016

APPROVED AS TO FORM:

M. M. M.
City Attorney
Date: 12/2/15

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long, BDDDB Counsel

Yolanda Vigil
Yolanda Vigil, City of Santa Fe Clerk
Date: 12-23-15

CC mtg. 12/9/15

APPROVED:

Oscar Rodriguez
Oscar Rodriguez, City Finance Director

Business Unit/Line Item



ITEM # 12-0995

**AMENDMENT NO. 3
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 3 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 3") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the City, the County and Las Campanas will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 1 to the Agreement, approved by the BDD Board on July 10, 2008, to increase the Project Manager's monetary authority to enter into contracts and expenditures for the project from \$20,000 to \$30,000;



WHEREAS, the Agreement was amended pursuant to Amendment No. 2 to the Agreement, approved by the BDD Board on September 3, 2009, to increase the Project Manager's monetary authority to enter into contracts and expenditures for the project from \$30,000 to \$50,000; and

WHEREAS, the BDD Board and the Project Manager desire to enter into Amendment No. 3 to clarify that the Project Manager's monetary authority excludes any applicable gross receipts tax.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 3, the BDD Board and the Project Manager agree as follows:

1. **Article 3, Section C**, third paragraph, is amended by the addition of the underscored language:

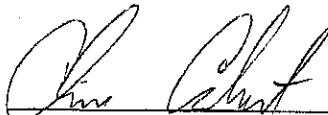
Contracts and expenditures in amounts of \$50,000 or less, excluding any applicable gross receipts tax to be paid, may be reviewed, and if acceptable, may be approved administratively by the Project Manager. In an emergency, the Project Manager may approve contracts and expenditures over \$50,000 if it is not practical to submit the contracts or expenditures to the BDD Board for approval prior to the transaction. In that event, the BDD Board shall be informed of the emergency procurement in excess of \$50,000 at the next scheduled meeting.


2. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

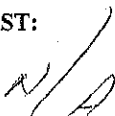
IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 3 to be executed and delivered by its duly authorized representatives as of the date specified below.

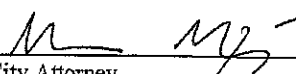
BUCKMAN DIRECT DIVERSION BOARD


THE SANGRE DE CRISTO WATER DIVISION OF THE CITY OF SANTA FE

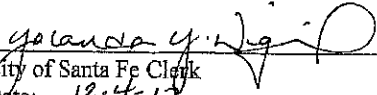
By: 
Councilor Chris Calvert
Chairperson *BSSB Approved 11/1/12*

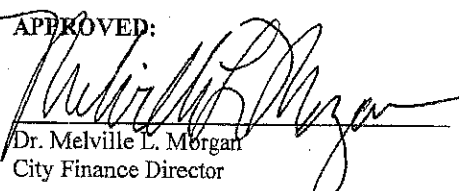
By: 
David Coss
Mayor
Date: 12-3-12

ATTEST:

Valerie Espinoza, County Clerk
File Date: _____

APPROVED AS TO FORM:

City Attorney
Date: 11/5/12

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

ATTEST:

City of Santa Fe Clerk
Date: 12-4-12
CCMtg 11-28-12

APPROVED:

Dr. Melville L. Morgan
City Finance Director

Business Unit/Line Item _____



**AMENDMENT NO. 2
TO
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT**

This Amendment No. 2 to the Project Management and Fiscal Services Agreement (hereinafter referred to as "Amendment No. 2") is entered into by and between the Buckman Direct Diversion Project Board (the "BDD Board"), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("City") and Santa Fe County ("County"), dated March 7, 2005, and the Sangre de Cristo Water Division of the City of Santa Fe ("Project Manager").

WHEREAS, the BDD Board and the Project Manager entered into the Project Management and Fiscal Services Agreement (the "Agreement") for the Buckman Direct Diversion Project on November 8, 2007;

WHEREAS, the purpose of the Agreement was to specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager, how the project will be operated and maintained by the Project Manager on behalf of the BDD Board, how contributions by the City, the County and Las Campanas will be paid and credited against the obligations in connection with the Buckman Direct Diversion Project, the duties and responsibilities of the Project Manager as fiscal agent for the project, and other necessary terms;

WHEREAS, the Agreement was amended pursuant to Amendment No. 2 to the Agreement approved by the BDD Board on July 10, 2008 to increase the Project Manager's monetary authority to enter into contracts and expenditures from the project from \$20,000 to \$30,000; and



WHEREAS, the BDD Board and the Project Manager desire to enter into this Amendment No. 2 to further increase the Project Manager's monetary authority to enter into contracts and expenditures for the project.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 2, the BDD Board and the Project Manager agree as follows:

1. **Article 3, Section C** is deleted in its entirety and replaced with the following:

C. Review and approve all contracts for the procurement of the Project including documents related to design, engineering, construction, operation, and maintenance of the Project, including, without limitation, requests for proposals, requests for qualifications, contracts, expenditures in amounts greater than \$50,000,

The BDD Board shall review, and if approved, execute the Owners' Consultant and the Design-Build Contracts, pursuant to Sections 10 and 11 of the JPA.

Contracts and expenditures in amounts of \$50,000 or less may be reviewed, and if acceptable, may be approved administratively by the Project Manager. In an emergency, the Project Manager may approve contracts and expenditures over \$50,000 if it is not practical to submit the contracts or expenditures to the BDD Board for approval prior to the transaction. In that event, the BDD Board shall be informed of the emergency procurement in excess of \$50,000 at the next scheduled meeting.

2. **Article 4, Section I** is amended by deleting the monetary amount contained in the section and replacing it with "\$50,000."

3. **Article 10, Section N Subcontractors** is amended by deleting the monetary amount contained in the section and replacing it with "\$50,000."

4. In all other respects, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDD Board and the Sangre de Cristo Water Division of the City of Santa Fe, New Mexico, have caused this Amendment No. 2 to be executed and delivered by its duly authorized representatives as of the date specified below.