

**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:

- O. 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**

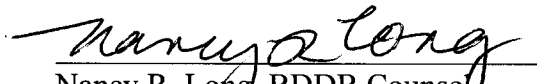
By:

  
Peter Ives,  
BDDDB Chair

Date:

11/1/18

**APPROVED AS TO FORM:**

  
Nancy R. Long, BDDDB Counsel

**SANTA FE COUNTY APPROVAL**

By: Anna Hansen  
Anna Hansen, Chair  
Board of County Commissioners



**ATTEST:**

Geraldine Salazar  
Geraldine Salazar  
County Clerk


Approved as to form:

R. Bruce Frederick  
R. Bruce Frederick  
County Attorney

**APPROVED:**

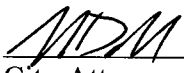
Stephanie Schardin Clarke  
Stephanie Schardin Clarke  
Finance Director

**CITY OF SANTA FE**

By:   
Alan Webber,  
Mayor

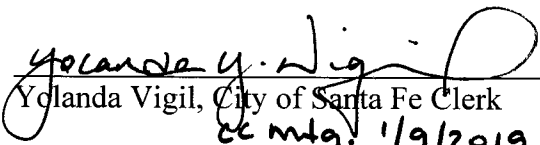
Date: 1/30/19

**APPROVED AS TO FORM:**

 FOR \_\_\_\_\_  
City Attorney

   
City Finance Director

N/A  
Business Unit/Line Item

  
Yolanda Vigil, City of Santa Fe Clerk  
cc mtg. 1/9/2019