

## **BUCKMAN DIRECT DIVERSION BOARD**

**CREATING AUTHORITY:** Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe to oversee the planning, procurement, financing, permitting, design, construction, operations and management for the BDD Project.

**MEMBERS:** Two members of the Governing Body of the City of Santa Fe shall be appointed by the City's Mayor with the approval of the Governing Body. The members shall serve for such a period as may be determined from time to time by the Mayor with the approval of the Governing Body. The Mayor may appoint, with the approval of the Governing body, a third member of the Governing Body to serve as an alternate in the event one of the two regular members is unable to attend a BDD Board meeting. Two members of the Board of Santa Fe County Commissioners shall be appointed and approved by the Board of Santa Fe County Commissioners. The members shall serve for such period as determined from time to time by the Board of Santa Fe County Commissioners. The Board of Santa Fe County Commissioners may appoint a third member of the Board of Santa Fe County Commissioners as an alternate in the event one of the two regular members is unable to attend a BDD Board meeting. One citizen member at large shall be appointed by a majority vote of the four other members for a two-year term and who may be re-appointed without limit. Prior to the end of any term, the citizen member may only be removed by unanimous action of the four other members. In the event that the citizen member's term expires but a citizen member has not been appointed for the following term, the citizen member shall continue to serve as a member of the BDD Board for an additional sixty (60) days. After the expiration of the citizen member's term and if the BDD Board has not appointed a citizen member within the sixty-day period, the Chief Judge of the First Judicial District Court shall appoint that member. Upon the expiration of a term of office or on account of death, illness, resignation, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to the new term or to complete the term vacated. The BDD Board shall be duly constituted and established upon appointment of the citizen member and election of the chairperson pro-tempore for the purpose of holding meetings, doing business and executing documents as required and consistent with the terms of this Agreement.

**MEETINGS:** The BDD Board shall have at least one regularly scheduled meeting per calendar quarter, unless more frequent meetings are set by the BDD Board. A quorum shall be deemed to be present at each BDD Board meeting if a majority of BDD Board members is present. A simple majority of BDD Board members who are present at a duly called meeting of the BDD Board at which a quorum is present shall act for the BDD Board with respect to all matters brought before the BDD Board at the meeting.

**STAFF LIAISON:** Rick Carpenter, BDD Project Manager; Water Division  
955-4206  
Stephanie Lopez, BDD Staff  
955-4233

**REPOSNSIBILITIES AND DUTIES:**

It shall be the duty of the BDD Board to divert, treat, transmit and deliver Rio Grande surface water by means of the BDD Project to the City and the County Independent Water Systems in accordance with their respective diversion allocations and delivery demands. Such powers and duties are subject to the limits and conditions provided in the Agreement.

The BDD Board shall manage the Owner's Consultant Contract and supervise performance of the Owner's Consultant, as provided in Section 10 of this Agreement.

The BDD Board shall enter into the Design Build Contract and supervise performance of the Design Build Contractor, as provided in Section 11 of this Agreement.

The BDD Board shall enter into the Project Management and Fiscal Services (PMFS) Contract and supervise the performance of the Project Manager, as provided in Section 12 of this Agreement.

The BDD Board shall enter into the Facility Operations and Procedures Agreement (FOPA) with Las Campanas, as provided in Section 15 of this Agreement.