

**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