

SANTA FE COUNTY NEW HIRE REPORT FOR THE MONTH OF MAY 2013

LAST NAME	FIRST NAME	MIDDLE INITIAL	DEPARTMENT	POSITION	EMP STATUS	HIRE DATE
CHAVEZ	DANIELLE	R	COUNTY ASSESSOR'S OFFICE	ASSESSMENT SPECIALIST	PB	5/14/2013
OWENS	EDWARD	A	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	5/28/2013
SANDOVAL	JAMES	M	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	5/22/2013
YOSKOVICH	KRISTY	L	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	5/16/2013
LAGASSE	NORMAN	L	GROWTH MANAGEMENT DEPARTMENT	DEVELOPMENT REVIEW SPEC SR	PB	5/14/2013
LEYBA	JOHN	G	COMMUNITY SERVICES DEPARTMENT	DRIVER/COOK'S ASSISTANT	CA	5/13/2013
ARVIZO	EDIE		COUNTY ASSESSOR'S OFFICE	FIELD AUDITOR	PB	5/20/2013
GARCIA	BOBBY	G	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
LINO	CONNOR	A	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
LOCKLIN	ALEXANDER	J	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
MARTINEZ	RACHAEL	M	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
NEW	HARRISON	R	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
QUINTANA	KEVIN	R	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
VIGIL	CARLOS	A	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
WEIDE	GABRIEL	V	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	5/7/2013
BARLOW	SCOTT	A	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN LEAD	T	5/7/2013
WESTERN	AARON	D	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN LEAD	T	5/7/2013
DE LORA	MATTHEW	J	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	5/20/2013
BACA	ROBERT	C	PUBLIC WORKS DEPARTMENT	MAINTENANCE TECHNICIAN	PB	5/6/2013
CORDOVA	IRIS	P	ADMINISTRATIVE SERVICES DEPARTMENT	PROCUREMENT SPECIALIST SENIOR	PB	5/15/2013
SEIZYS	MICHAEL	S	PUBLIC SAFETY DEPARTMENT	REGISTERED NURSE	CA	5/13/2013
RODKE	RUSSELL	R	PUBLIC WORKS DEPARTMENT	UTILITIES ENGINEER	PB	5/6/2013
MARTINEZ	LEMUEL	J	PUBLIC WORKS DEPARTMENT	UTILITIES MAINTENANCE WORKER	PB	5/28/2013
AVILA	ERICK	A	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
BANDONI	DANE	A	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
BERGEN	BRIAN	P	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
GALANG	MARI	T	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
GOMEZ	RYAN	M	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
GONZALEZ	ALAN	R	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
HAMILTON	ANNA	T	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
HERREIRA	TIFFANY	S	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
JENKINS	VICTORIA	R	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
MAESTAS	JEFFREY	M	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
MARTINEZ	JULIAN	L	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013

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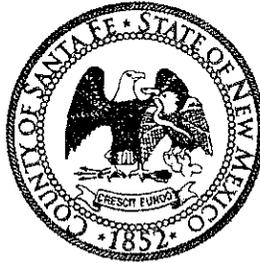
LAST NAME	FIRST NAME	MIDDLE INITIAL	DEPARTMENT	POSITION	EMP STATUS	HIRE DATE
MILLER	NATHAN	F	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/18/2013
RODRIGUEZ	OSCAR		PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
SENA	JUSTIN	J	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
SNOW	KENNETH	R	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/18/2013
VAN ARK	DOROTHY	D	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
WHEELLESS	JOHN	E	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013
ZAMORA	CRISTIAN	U	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	5/2/2013

NO PACKET MATERIAL FOR THIS ITEM

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

Through: Rachel O'Connor
Santa Fe County Health and Human Services Department

From: Lupe Sanchez
Santa Fe County DWI Program

Date: June 11, 2013

Subject: Appointment of David Saldivar to the DWI Planning Council

Issue:

This is concerning the appointment of David Saldivar to the DWI Planning Council. It is the desire of the DWI Planning Council to recruit a young adult/student to represent the interest of Santa Fe County's youth. Mr. Saldivar will be representing the youth of Santa Fe County.

Background:

The New Mexico Legislature enacted NMSA 1978, Sections 11-6A-1 through 11-6A-6 to address the serious problems caused by Driving While Intoxicated (DWI) in the State. Funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). One of the requirements is that the county receiving funds must have a County DWI Planning Council to serve in an advisory capacity to the Board of County Commissioners.

The DWI program through an advertisement on the County website sought citizens to serve on the Santa Fe County DWI Planning Council. The advertisement was posted on February 15, 2013, with a deadline date to submit applications of March 8, 2013. The DWI Program received the following five applications:

David Saldivar – Student, Capital High School

Leah Tafoya – New Mexico Department of Corrections, Probation/Parole Officer
Daniel Solis - Santa Fe County Adult Detention Center, Classification Officer
Vincent Herrera – Volunteer Fire Fighter, Santa Fe County
Cathy Charney – Trader Joe’s/ DWI Offender

The DWI Planning Council recommends Mr. Saldivar based on his commitment to serve his community and demonstrating a strong desire to serve on the Planning Council. Mr. Saldivar has provided all the necessary paperwork and attended the two mandatory DWI Planning Council meetings required of each member.

Resolution 1997-87 established the original DWI Planning Council consisting of at least nine standing committee members. After reviewing the applications for membership the current Planning Council members are recommending the following individual:

David Saldivar Student Capital High School

Staff Recommendation:

With the support of the Santa Fe County DWI Planning Council staff recommends the appointment of David Saldivar for the DWI Planning Council.

David Saldivar

DavidSaldivar7@yahoo.com | 505-603-6239 | 14 Delaware Lane Santa Fe, NM

Profile/Objective:

To be Employed in the correspondent field that applies to my work skills and to the fully apply my capabilities to better serve the Employer

Experience:

Teen Court of Santa Fe County (2009-2013)

Babaluu Cocina Cabana (2009-2010)

Education:

Currently attending High School: Class of 2015

Santa Fe High School: 20011-2012

Capital High School: 2012-2013

Skills:

Fluent in both Spanish & English

Good Computer skills and Knowledge

Great with working in any environment applicable

March 8, 2013

To Whom It Concerns:

I work for Teen Court of the Santa Fe County, and I would like to be a part of the DWI Planning Council.

First of all Allen Steele was the person who first introduced me to this program. I believe I can learn a lot from this program and I would also enjoy the experience I would gain through this Committee.

I was very interested in this program because I feel that this Council will help me better understand the community around us better help the community. I understand that this program is based on DWI Awareness and Prevention, in which I believe I could maybe somehow help out in the Committee in any matter it would be needed.

Sincerely

David Saldivar

March 8, 2013

To Whom It Concerns:

I work for Teen Court of the Santa Fe County, and I would like to be a part of the DWI Planning Council.

First of all Allen Steele was the person who first introduced me to this program. I believe I can learn a lot from this program and I would also enjoy the experience I would gain through this Committee.

I was very interested in this program because I feel that this Council will help me better understand the community around us better help the community. I understand that this program is based on DWI Awareness and Prevention, in which I believe I could maybe somehow help out in the Committee in any matter it would be needed.

Sincerely

David Saldivar

Daniel "Danny" Mayfield

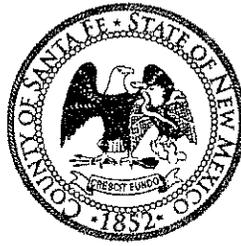
Commissioner, District 1

Miguel Chavez

Commissioner, District 2

Robert A. Anaya

Commissioner, District 3



Kathy Holian

Commissioner, District 4

Liz Stefanics

Commissioner, District 5

Katherine Miller

County Manager

To: Santa Fe County Board of County Commissioners

Through: Rachel O'Connor

From: Patricia Boies

Date: June 10, 2013

Re: Appointment of Allan Bendorf to Health Policy and Planning Commission

Issue: The appointment of Allan Bendorf to the Health Policy and Planning Commission (HPPC), to fill one of the positions within County Commission District 1.

Background: The resolution establishing membership on the HPPC provides for 13 members, two from each of the five districts, one appointed by the Mayor of the City of Santa Fe, and two Countywide appointments. The term of one of the District 1 positions expired on April 25, 2013. We advertised for this position, as well as other vacancies on the HPPC, February.

Staff Recommendation: We recommend the appointment of Allan Bendorf to the HPPC to fill the District 1 position. Mr. Bendorf is a veteran with many years of nursing experience in rural and urban areas of New Mexico. He has filled out and submitted all of the required forms. He has personal experience and understanding in working within the health care system for veterans in Santa Fe.

ALLAN G. BENDORF
1004 Monte Serena Santa Fe, NM 87501
Age 63 Married 37 Years
505-992-2849
Retired Certified Registered Nurse Anesthetist
30+ Years Experience

PAST EMPLOYMENT:

Ophthalmology Anesthesia Associates at Eye Associates Surgicenter 2005-2011
VA Medical Center, Albuquerque, NM 3-1-98 – 10-15-01
Med-National, Inc. (Wm. Beaumont Army Medical Center) 10-1-95 – 3-1-98
Self-Employed Locum-Tenens 1994-1995
Pecos Valley Anesthesia Roswell, NM 6/1992-12/1994
Gallup Anesthesia Service Gallup, NM 7/1989-5/1992
Memorial Hospital Carbondale, IL 9/1982-6/1989
Espanola Anesthesia Service Espanola, NM 7/1981-9-1982

EDUCATION

Southwest Missouri School of Anesthesia Springfield, MO 1979-1981
Southern Illinois University Edwardsville, IL BSN 1978
Kaskaskia College Centralia, IL Associate Nursing 1975
Shepard AFB, TX OR Tech School 1968

MILITARY:

USAF 1968-1973 Rank TSGT(E-6)
OR Tech and Supervisor, OR & CS
Honorable Discharge

PRESENT:

Registered Nurse since 1975

2-21-2013

Letter of Interest

I am interested in a volunteer position on the Health Policy and Planning Commission.

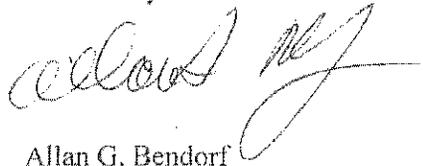
I am a registered nurse and was a practicing certified registered nurse anesthetist for 30 years.

I have worked in a number of different healthcare settings in different parts of the country.

I feel I bring a diverse knowledge of healthcare experience with me.

At present I have free time to offer to the Santa Fe County Health and Human Services Division.

Thank you

A handwritten signature in cursive script, appearing to read "Allan G. Bendorf".

Allan G. Bendorf

1004 Monte Serena Santa Fe, NM 87501

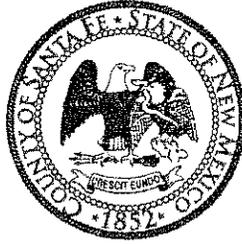
505-992-2849

tomjen31@comcast.net

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *June 11, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Director* ^{KL} _{6/11/13}

VIA: *Katherine Miller, County Manager* _{KL} _{6.17.13}

ITEM AND ISSUE: *BCC Meeting June 25, 2013*

REQUEST APPROVAL FOR 3 PURCHASE ORDERS IN EXCESS OF \$250,000 FOR
VARIOUS ROAD PROJECTS (Public Works/Robert Martinez)

BACKGROUND AND SUMMARY:

The Public Works Department will be constructing nine road projects this summer, funded by the general obligation bond and/or 1/4% Capital Outlay GRT. Public Works intends to utilize existing County price agreements, previously approved by the BCC, in order to expedite these projects. Three of the projects will require purchase orders that exceed \$250,000. Below is a list of contractors or vendors for whom purchase orders will exceed the \$250,000 threshold that the County Manager has the level of authority to approve.

- Camino La Tierra – Purchase order to Associated Asphalt, utilizing County materials price agreement 2013-0147- A-PW/MS in the amount of \$380,283.40 (including NMGRT) for the purchase of asphalt.
- Hale Road – Purchase order to Mountain States Constructors Inc., utilizing County on-call construction price agreement 2013-0119-B-PW/MS in the amount of \$775,126.82 (including NMGRT) for the chip seal construction improvements.
- Simmons Road – Purchase order to GM Emulsion, utilizing County on-call construction price agreement 2013-0119-A-PW/MS in the amount of \$447,513.66 (including NMGRT) for base course improvements.

ACTION REQUESTED:

Public Works requests approval for purchase orders exceeding the \$250,000 threshold for the above projects.



County Assessor

MEMORANDUM

June 11, 2013

To: Santa Fe County Board of County Commissioners

From: Domingo P. Martinez, Assessor 

Subject: Request approval of Lease with Georgia Place, L.L.C. for office rental space for the Santa Fe County Assessor's Office located at 128 Grant, total amount of \$23,814.00.

The original Lease Agreement was entered July 1, 2011 for a 24-month period in the total amount of \$22,680 per year. The leased property includes four office spaces utilized by four staff members and myself. The rent breakdown is as follows:

3 offices @ \$420.00 / month x 12 months = \$15,120 / year
1 office @ \$630.00 / month x 12 months = \$ 7, 560 / year
\$22,680 / year

Attachment #1 is a new lease agreement for one year (July 1, 2013 to June 30, 2014) with an option to renew for one additional year. Georgia Place LLC has requested a 5% increase from the prior lease agreement. The total lease amount for one year is \$23,814.00. The agreement stipulates that there will be no increase in rent if we opt to renew the lease for the additional year (July 1, 2014 to July 1 2015). The rent breakdown is as follows:

3 offices @ \$441.00 / month x 12 months = \$15,876 / year
1 office @ \$661.50 / month x 12 months = \$ 7, 938 / year
\$23,814 / year

Current space in the Assessor's main office, located in the county building, does not allow for five additional people, thus the reason for leasing outside space. The building at Georgia Place is in close proximity to the Assessor's main office, therefore affording my staff and me the opportunity to work closely with our main office staff.

If you have any questions prior to the commission meeting please contact me or Chief Deputy Gary Perez at 986-6332.

Thank you.

**AMENDMENT NO. 1 TO
PROPERTY LEASE AGREEMENT
BETWEEN SANTA FE COUNTY
AND
GEORGIA PLACE, LLC**

THIS AMENDMENT is made and entered into as of this ___ day of _____, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the “Lessee”), and **Georgia Place, LLC** (hereinafter referred to as the “Lessor”).

WHEREAS, on September 27, 2011, Lessor and Lessee entered into Property Lease Agreement No. 2012-0028-AS/MS;

WHEREAS, Property Lease Agreement No. 2012-0028-AS/MS provides for the Lessee’s lease of four (4) suites located at 216 Washington Street, Santa Fe, NM 87501 for a term of two (2) years;

WHEREAS, according to Paragraph 4 (Term of Lease) of the Lease Agreement, Lessee has the option to renew the term of the Lease for additional terms;

WHEREAS, according to Paragraph 11 (Amendments) of the Lease Agreement, any amendment to the Lease must be in writing and executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 1 to extend the term of Property Lease Agreement No. 2012-0028-AS/MS from June 30, 2013 to June 30, 2014; and

WHEREAS, the extension of the Property Lease Agreement will also include a 5% increase in the rental rates for the four (4) suites.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 2 (Compensation), subparagraph a. delete the reference to “\$420.00” and replace with “\$441.00” and delete the reference to “\$630.00” and replace with “\$661.50.”
2. Paragraph 4 (Term of Lease), insert a subparagraph “A” to read as follows:
 - A. Pursuant to Amendment No. 1, the Term of this Lease Agreement is extended commencing June 30, 2013 and terminating on June 30, 2014.
3. All other provisions of Agreement No. 2012-0028-AS/MS not specifically amended by this Amendment No.1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair

Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

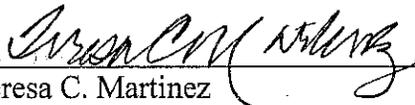


Stephen C. Ross
Santa Fe County Attorney

6/6/13

Date

FINANCE DEPARTMENT

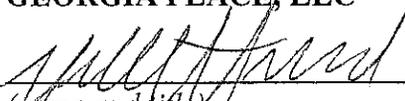


Teresa C. Martinez
Santa Fe County Finance Director

6/10/13

Date

GEORGIA PLACE, LLC



(name and title)
Managing member
Georgia Place LLC

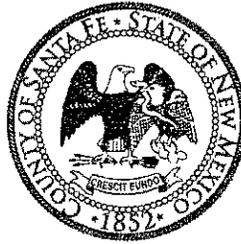
6/7/2013

Date

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: June 25, 2013

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director

VIA: Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting June 25, 2013

REQUEST APPROVAL OF AMENDMENT #1 TO THE SUBLEASE BETWEEN PUEBLO OF POJOAQUE ENTERPRISE CORPORATION AND SANTA FE COUNTY TO EXTEND THE USE OF OFFICE SPACE THROUGH JUNE 30, 2015, LOCATED AT 5 WEST GUTIERREZ STREET, SUITE 9, SANTA FE, NM FOR A SATELLITE OFFICE TO SERVE THE NORTHERN AREA OF THE COUNTY. (PUBLIC WORKS/ADAM LEIGLAND/AGNES LEYBA-CRUZ)

BACKGROUND AND SUMMARY:

Santa Fe County entered into a leased agreement on March 1, 2012 with the Pueblo of Pojoaque Enterprise Corporation for the use of 1,400 square feet of office space located at 5 West Gutierrez Street in Santa Fe, New Mexico for a satellite office in the northern area of the County. The lease agreement expires on June 30, 2013 however, allows for one 2- year extension.

The Public Work Department would like to continue utilizing the space for the purpose of a satellite office for an additional 2 years and thus extend the lease agreement through June 30, 2015, as allowed by the current lease, to serve the northern area of the County.

ACTION REQUESTED:

The Public Works Department requests approval of Amendment #1 to the agreement between the Pueblo of Pojoaque Enterprise Corporation and Santa Fe County to extend the use of office space located at 5 West Gutierrez to serve as a satellite office in the northern area of the County through June 30, 2015.

Santa Fe County

Fiscal Impact Report

Department / Division: **Public Works/Project Development**

Action Item to be Considered: **Amendment #1 Pojoaque Satellite Office Lease**

Agreement Number: _____

Indicate with a <input checked="" type="checkbox"/> below	Section 1- Identify the type of document below for BCC Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input checked="" type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input type="checkbox"/>	Other: _____

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
<input checked="" type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % _____ \$ _____ Source _____
<input type="checkbox"/>	Other: _____

Section 3 - Ongoing operations and maintenance (O&M) requirements:		
Short Term (Specify needs for the current fiscal year only)		
The Pueblo of Pojoaque is responsible for the maintenance of the office space. Community Services uses the space as a satellite office for the northern area of the County with one current part-time FTE. No additional FTE's are needed at this time.		
New FTE's #	Position	Hourly Rate \$
Current Fiscal Year Cost \$	Annual Cost \$	
Initial Costs (Vehicle, computer, office space, etc.)		
The space is currently equipped with tables, chairs, telephones, and computers.		

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

The office has a budget of \$500 for office supplies, \$2,100 for telecommunications, \$1,800 for utilities, \$100 for inventory exempt items, \$9,600 for the lease of space, and \$14,005 for the part-time FTE including benefits.

Current Fiscal Year Cost \$ 28,105

Annual Cost \$ 28,105

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Computer will need to be replaced next year at \$800. Staff is currently able to handle the services offered at the office. No additional FTE's are needed at this time.

Salary & Benefits:

\$0

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate \$

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate \$

Total (next 4 years) \$

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

The satellite office sells solid waste permits and is a convenience for the residents.

Prepared by Agnes Leyba-Cruz

Reviewed by

File Attachment

FIRST AMENDMENT TO SUBLEASE
BETWEEN
PUEBLO OF POJOAQUE ENTERPRISE CORPORATION, AS SUBLESSOR, AND
COUNTY OF SANTA FE, AS SUBLESSEE

THIS FIRST AMENDMENT TO SUBLEASE (this "First Amendment") is between PUEBLO OF POJOAQUE ENTERPRISE CORPORATION ("Sublessor"), and COUNTY OF SANTA FE ("Sublessee"), is entered into as of the date last executed below and is effective as of July 1, 2013 (the "Effective Date"), and amends and is incorporated with and made a part of that certain Sublease between Sublessor and Sublessee as of March 1, 2012 (the "Initial Sublease"), which together with this First Amendment, may collectively be referred to herein as the "Sublease", and henceforth shall be the definition of any reference to "Sublease". Sublessor and Sublessee may collectively be referred to herein as the ("Parties").

WHEREAS, Pueblo of Pojoaque Enterprise Corporation and County of Santa Fe entered into that certain Initial Sublease as of March 1, 2012; and

WHEREAS, Sublessor and Sublessee now desire to exercise the Paragraph 7 (Term) of the Initial Sublease to renew for a two-year term to begin on July 1, 2013 and expire on June 30, 2015.

NOW, THEREFORE, in consideration of the Recitals herein above mentioned of the terms, conditions covenants, and warranties hereinafter mentioned to be kept, honored, and performed, the Parties agree as follows:

1. Amendment to the Sublease. The Sublease shall be amended as follows:

This Sublease is amended by deleting the existing language in the Initial Sublease, Paragraph 7 (Term), which states, " The initial term of this Sublease shall be sixteen months from the effective date above to June 30, 2013. This Sublease may be renewed for one renewal term of two years, upon mutually agreeable conditions and terms. Sublessee may exercise such option only if notice of the exercise of such option is given by Sublessee to

Sublessor in writing at least ninety (90) days prior to the expiration of the initial term; provided that, if the renewal term is for five (5) years or longer, such notice must be given in writing at least twelve (12) months prior to the expiration of the initial term," and substituting therefore the following language: "The term of this Sublease shall be renewed beginning July 1, 2013 and shall expire on June 30, 2015. Sublessee shall notify Sublessor in writing at least ninety (90) days prior to the expiration date if they wish to enter into a new sublease."

2. Except as amended hereby, all provisions of the Sublease not specifically mentioned or revised by this First Amendment remain unchanged and in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand.

SUBLESSOR:

Pueblo of Pojoaque Enterprise Corporation, a for-profit corporation chartered and wholly-owned by the Pueblo of Pojoaque, a federally recognized Indian Tribe

By: _____
George Rivera, President

By: _____
Timothy G. Vigil, Vice President

Date: _____

SUBLEESSEE:

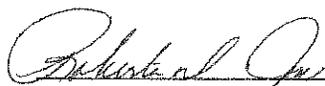
Santa Fe County, a New Mexico political subdivision

By: _____

Printed Name and Title: _____

APPROVED AS TO FORM:

ATTEST:


Santa Fe County Attorney
Date: June 10, 2013
July 6/11/13

Santa Fe County Clerk
Date: _____

ACKNOWLEDGMENT OF SUBLESSOR

STATE OF NEW MEXICO)

) ss:

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2013 by George Rivera, President of the Pueblo of Pojoaque Enterprise Corporation, on behalf of said corporation.

My commission expires: _____ Notary Public

STATE OF NEW MEXICO)

) ss:

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2013 by Timothy G. Vigil, Vice-President of the Pueblo of Pojoaque Enterprise Corporation, on behalf of said corporation.

My commission expires: _____ Notary Public

ACKNOWLEDGMENT OF SUBLESSEE

(Political Subdivision)

ATTEST:

SANTA FE COUNTY CLERK

Date of Attestation

Name

2012-0191-CSD/1

SUBLEASE

BETWEEN

PUEBLO OF POJOAQUE ENTERPRISE CORPORATION,

As Sublessor,

and

COUNTY OF SANTA FE, NEW MEXICO

As Sublessee,

AS OF

MARCH 1, 2012

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SUBLEASE

THIS SUBLEASE is effective the 1st day of March, 2012 by and between **PUEBLO OF POJOAQUE ENTERPRISE CORP.**, a tribally-chartered corporation of the Pueblo of Pojoaque (herein called "Sublessor," which expression shall include its assigns and successors in interest), whose address is 96 Cities of Gold, Suite 3, Santa Fe, New Mexico 87506; **and SANTA FE COUNTY, a New Mexico political subdivision** (herein called "Sublessee," which expression shall include its assigns and successors in interest), whose address is 102 Grant Avenue, Santa Fe, New Mexico 87501 with reference to the following:

RECITALS

WHEREAS, pursuant to a Business Lease ("Business Lease") effective September 28, 1990, as amended, by and between the Pueblo of Pojoaque, a federally-recognized Indian tribe, as Sublessor, and Pueblo of Pojoaque Enterprise Corporation as Sublessee, Sublessor has a leasehold interest in and to certain property owned by the Pueblo of Pojoaque; and

WHEREAS, Sublessor wishes to sublease a certain portion of such property to Sublessee, and Sublessee wishes to sublease such portion from Sublessor.

NOW, THEREFORE, in consideration of the Recitals herein above mentioned and the terms, conditions, covenants, and warranties hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Definitions.
 - A. Intentionally deleted.
 - B. "Personal Property" includes but is not limited to any fixtures that can be reasonably removed from the Subleased Premises and shall not include property that normally

would be attached or affixed to the buildings, improvements, or land in such a way as to become a part of the realty, regardless of whether such property is in fact so attached or affixed in such a way as to retain, technically, the characteristics of personal property.

C. "Secretary" means the Secretary of the U.S. Department of the Interior or his/her authorized representative or agent acting under delegated authority.

D. "Sublease Term" or "Term" means the initial term and the renewal term of this Sublease, or either of them, unless specifically limited in context to either the initial term or the renewal term.

E. "Subleased Premises" means the following described property, as shown on the attached plat marked Exhibit A, which plat is hereby made a part of this Sublease.

F. "Taxes" shall include all real estate taxes, personal property taxes, realty transfer taxes, land use and property use taxes, sewer and water charges, assessments, taxes on the rents or measured by or based in whole or in part upon the Subleased Premises, and other similar governmental charges, whether in force on the date hereof or becoming applicable during this Sublease if such are levied, assessed, or imposed with respect to, or become liens upon, the Sublease Premises, this Sublease, or the rent to be paid hereunder.

2. Purpose of This Sublease.— Prohibitions.

A. Sublessor hereby subleases to Sublessee the land and premises ("Subleased Premises") described as follows:

Suite 9, 5 West Gutierrez Street, Santa Fe, New Mexico, as shown on Exhibit A, situated in NW ¼ of Section 17, T19N, R9E, within the Pojoaque Pueblo Grant, County of Santa Fe, New Mexico containing 1,400 square feet more or less,

and Sublessee agrees to use or cause to be used the Subleased Premises for the following purposes only:

maintaining a satellite office for the northern part of the County, which office shall include but not be limited to offices and meeting room(s).

At all times during the Term of this Sublease, Sublessee will diligently attempt to keep the Subleased Premises and all parts thereof actively and properly used.

B. Sublessee shall not use, or cause or knowingly allow to be used, any part of the Subleased Premises neither for any illegal conduct, business, or purpose, nor in any manner so as to create a nuisance or trespass. Sublessee also agrees that, at its own expense, it will comply promptly with any and all applicable requirements of a legally constituted governmental authority, which requirements are made necessary by, or affect, Sublessee's occupancy or use of the Subleased Premises.

3. Pueblo of Pojoaque Laws and Ordinances. Sublessee, on its own behalf and on behalf of its employees and agents, to the extent that they are acting within the scope of their employment or agency, agrees to abide by all applicable laws, regulations, and ordinances now in force and effect, or that may be hereafter in force and effect.

4. Sublease Relationship. Sublessor subleases to Sublessee the Subleased Premises subject to any prior and valid existing rights or claims. Whether or not rental payments are determined in part on a percentage basis, Sublessee and Sublessor are not in partnership or joint venture, nor are they or shall they be deemed to be partners or joint venturers of any kind or for any purposes. Sublessee's interest in the Subleased Premises is not subject to levy or sale.

5. Pollution. Sublessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted, any material into the atmosphere, ground, sewer system,

or water, above, on, or under, the Subleased Premises, if (as is reasonably determined by Sublessor or any federal governmental authority) that material does or may pollute or contaminate the same, or may adversely affect (A) the health, welfare, or safety of persons, whether located on the Subleased Premises or elsewhere, or (B) the condition, use, or enjoyment of the Subleased Premises or any other real or personal property.

6. Reasonableness — Good Faith. The parties agree to act reasonably, in good faith, and in a timely manner in the performance of all matters contemplated hereunder, provided that, nothing in this Section shall obligate Sublessor to allow Sublessee to assign its interest hereunder or to sublease all or any part of the Subleased Premises.

7. Term. The initial term of this Sublease shall be sixteen months from the effective date above to June 30, 2013. This Sublease may be renewed for one renewal term of two years, upon mutually agreeable conditions and terms. Sublessee may exercise such option only if notice of the exercise of such option is given by Sublessee to Sublessor in writing at least ninety (90) days prior to the expiration of the initial term; provided that, if the renewal term is for five (5) years or longer, such notice must be given in writing at least twelve (12) months prior to the expiration of the initial term.

8. Rental; Security Deposit; Other Payments.

A. Sublessee agrees to pay, in lawful money of the United States of America, to Sublessor, rentals as follows: Beginning on March 1, 2012, an on the first day of each month during the Term of the Sublease, Eight Hundred Dollars (\$800.00), directly to Sublessor, without offset or deduction and without previous demand therefore.

B. Sublessee agrees to pay, in lawful money of the United States of America, all taxes, fees, assessments, or similar liabilities, or payments in lieu thereof, now or hereafter imposed by the Pueblo of Pojoaque or other legally constituted governmental authority

C. Sublessor has a security deposit in the amount of Eight Hundred Dollars (\$800.00) from Sublessee and Sublessor may apply all or portion of the security deposit to recover losses, if any suffered by reason of Sublessee's non-compliance with this Sublease including the payment of rent, termination of fees and damages to the premises and other such costs.

9. Intentionally deleted.

10. No Secretarial Involvement. Pursuant to the Business Lease, as amended, the Secretary specifically acknowledged and agreed that any subleases by Sublessor of all or part of the premises that are the subject of the Business Lease, as amended, may and shall occur without Secretarial approval. Sublessee hereby specifically agrees that the absence and lack of requirement of Secretarial approval on and of this Sublease releases the Secretary from any and all responsibility and liability for acting or omitting to act in any matter regarding this Sublease, including but not limited to matters involving default and cancellation and Sublessee affirmatively and expressly waives any right to an administrative appeal regarding the cancellation of this Sublease and/or omissions of the Secretary pursuant to Title 25, Code of Federal Regulations, Chapter I, Part 2, as amended, or otherwise.

11. Intentionally deleted.

12. Alterations, Additions and Improvements.

A. Sublessor made improvements to the premises by constructing and paying for build out of office space and installation of carpet. These improvements represent a

contribution in the amount of Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00), as an in-kind donation to the County of Santa Fe.

B. Sublessee, for and in consideration of this Sublease and the demise of the said Subleased Premises, hereby agrees and covenants with Sublessor that Sublessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in, on, or about the Subleased Premises, and shall not remove or demolish any existing improvements, without first obtaining the prior written consent of Sublessor. Sublessee shall cause any and all alterations, additions, and improvements to be done at Sublessee's own expense, constructed in a good and workmanlike manner, and constructed in accordance and compliance with all applicable municipal, state, federal, Pueblo of Pojoaque Tribal ordinances, laws, rules, codes, and regulations. All buildings and improvements, excluding Personal Property, on the Subleased Premises shall, at the option of Sublessor, remain on the Subleased Premises after the termination of this Sublease and shall thereupon become the property of Sublessor.

B. Sublessee shall, at all times during the Term of this Sublease and at Sublessee's sole cost and expense, maintain the Subleased Premises and all improvements thereon in good order and repair; in a neat, sanitary, and attractive condition; and in compliance with applicable laws, ordinances, regulations.

C. Sublessor, Sublessor's heirs, personal representatives, assigns, agents, attorneys, and successors in interest shall have the right, but not obligation, at any time, upon reasonable notice to Sublessee, to enter upon the Subleased Premises, to inspect the same and to make improvements, alterations, and/or additions of any kind whatsoever upon the Subleased Premises, provided that such improvements, alterations, and/or additions are not inconsistent

with the use to which the Subleased Premises are being put at the time. At no time shall Sublessor have the obligation or be compelled or required to make any improvements, alterations, or additions.

13. Delay or Omission. No delay or omission to exercise any right, power, or remedy accruing under this Sublease shall impair such right, power, or remedy nor shall it be construed to be a waiver of or acquiescence in a breach of or default under the Sublease. Both parties specifically and affirmatively agree that the conduct, delay, or omission of the other party shall not be construed as altering in any way the parties' agreements as defined in this Sublease. Any waiver, permit, or approval of any breach of or default under this Sublease must be in writing, and because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise, waiver, or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this Sublease, by law, or otherwise afforded to either party shall be cumulative, not alternative.

14. Intentionally deleted

15. Intentionally deleted.

16. Intentionally deleted.

15. Prohibition Against Sublease/Assignment.

A. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees not to, and shall not, sublease all or any part of the Subleased Premises or the improvements on the Subleased Premises, without the prior written consent of Sublessor, its assigns or successors in interest which consent may be withheld at its sole discretion.

B. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees not to, and shall not, assign or transfer all or any part of its interest in this Sublease, or grant any license, permit, or concession for all or any part of the Subleased Premises, without the prior written consent of Sublessor, its assigns or successors in interest, which consent may be withheld at its sole discretion.

C. These two prohibitions are a material condition of this Sublease, without which Sublessor would not enter into this Sublease. Sublessor's refusal or failure to permit subleasing, assignment, transfer, or granting of a license, permit or concession by Sublessee of or for all or any part of the Subleased Premises, all or any part of Sublessee's interest in this Sublease, all or any part of the improvements on the Subleased premises, shall not be deemed unreasonable or in bad faith; and any subleasing, assignment, transfer, or granting of a license, permit, or concession by Sublessee of or for all or any of the Subleased Premises, all or any part of Sublessee's interest in this Sublease, all or any part of the improvements on the Subleased Premises, without the required written consent of Sublessor, its successors or assigns in interest, shall be void and of no effect.

18. Agreements for Roads and Utility Services. The Pueblo of Pojoaque has negotiated in good faith the granting of rights-of-way for roads, utilities, and other facilities including but not limiting to gas, water, electricity, telephone, and sewer as may be necessary for the full enjoyment of the Subleased Premises. Such right-of-way agreements shall be and are binding upon Sublessor and Sublessee.

Sublessee shall at its cost and expense make all arrangements with governmental authorities and public utilities and pay all costs and charges for commencement and continuation of all utilities and other like services, including, without limitation, electricity, telephone, water,

sewer, and gas, required for use on the Subleased Premises and otherwise in connection with the facility during the period encompassed by this lease. Sublessor shall cooperate with Sublessee and shall join as a party and execute any and all documents, permits, or applications required to bring any such utilities and like services to the Subleased Premises.

19. Taxes; Assessments; Liens.

A. Sublessee agrees to and shall pay, in lawful money of the United States of America, when and as the same become due and payable, all taxes, fees, assessments, and other similar liabilities or charges, or payment in lieu thereof, now or hereafter imposed by the Pueblo of Pojoaque levied during the Term on this Sublease upon or against the Subleased Premises and all interest therein and property thereon for which either Sublessee or Sublessor may become liable; provided, however, that during the initial Term, Sublessor shall pay on Sublessee's behalf, and/or indemnify Sublessee for all such taxes, fees, assessments, and other similar liabilities or charges except for Gross Receipts Taxes, as applicable; provided further, that nothing in this subparagraph applies, nor shall it be construed to apply, to Sublessee's obligation to pay any and all charges, fees, assessments, or other like charges required to be paid by Sublessee pursuant to Paragraph 19 of this Sublease. Sublessor and Sublessee expressly understand and agree that this provision is not binding on the Pueblo of Pojoaque, and the Pueblo of Pojoaque has not agreed and does not agree to waive its sovereign right to impose and collect from Sublessor such taxes, fees, assessments, or other similar liabilities or charges; and (ii) this provision is not binding on the Sublessor's Lender, whether in its capacity as a lender or Successor, or on any Successor.

B. Sublessee shall not permit to be enforced against the Subleased Premises or any part thereof any liens arising from any work performed, materials furnished, or obligation

incurred by Sublessee, and Sublessor shall discharge all such liens before any action is brought to enforce same. Sublessee shall pay before delinquent all taxes, assessments, license, fees, and other like charges levied during the term of this Sublease upon or against the Subleased Premises and all interests therein and property thereon for which either the Sublessee or Sublessor may become eligible. Upon written application, the Sublessee shall furnish the Sublessor and the Secretary written evidence duly certified that any and all taxes required to be paid by Sublessee have been paid, satisfied, or otherwise discharged.

C. Sublessee, as a governmental unit, shall have the right to contest any claim, asserted tax, or assessment against the property without having to post a bond to prevent enforcement of any lien resulting therefrom. Sublessor shall execute and file appropriate documents to claim a real estate tax exemption of the land when requested by Sublessee; provide that Sublessor has a right to such exemption and no action of Sublessor is required, other than the filing of such documents, in order to claim such exemption.

20. Right to Perform Sublessee's Covenants. Sublessee covenants and agrees that, if it shall at any time fail to make payment or perform any other act required of Sublessee under this Sublease within the periods provided herein, Sublessor, after thirty (30) calendar days' written notice to Sublessee, may but shall not be obligated to, and without waiving or releasing Sublessee from any obligation of Sublessee under this Sublease, make such act to the extent Sublessor may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums so paid and all expenses in connection therewith incurred by Sublessor from the date of such payment, shall be repaid by Sublessee, and the same shall constitute additional rent hereunder.

21. Default.

A. TIME IS AGREED TO BE OF THE ESSENCE IN THE PERFORMANCE OF EACH OF THE TERMS AND CONDITIONS OF THIS SUBLEASE. This Subsection is a bargained-for consideration, not a mere recital, and both parties specifically affirm their intentions to be bound by it.

B. Should Sublessee default in any payment of monies or fail to do any of the acts or perform any of the duties required by this Sublease, or act in any other manner that constitutes a default under this Sublease, Sublessee shall be served by the Sublessor with written notice setting forth in detail the nature of the default and allowing Sublessee thirty (30) calendar days from the receipt of such notice in which to cure the default or to show cause why the Sublease should not be considered to be in default.

C. In the event of default, and if Sublessee has failed to cure such a default as provided hereinabove, Sublessor may (1) proceed by suit, administrative action, or otherwise enforce collection or enforce any other provision of this Sublease short of cancellation; (2) cancel this Sublease, or prosecute to completion any proceedings necessary to cancel this Sublease, even though Sublessor may have exercised any of its other rights or remedies, which are cumulative; and/or (3) cancel this Sublease, enter the Subleased Premises and remove all persons and property therefrom and re-let the Subleased Premises. Sublessee hereby specifically waives any right to an administrative appeal of such actions pursuant to Title 25, Code of Federal Regulations, Chapter I, Part 2, as amended, or otherwise. The terms and conditions of such re-letting shall be at the discretion of Sublessor, who shall have the right to alter and repair the premises as it deems advisable, and to re-let with or without any equipment or fixtures situated

thereon. If Sublessor does not realize a sufficient sum from rentals due from new sublessee over the Term of this Sublease per Section 7 hereof to liquidate the total amount due from Sublessor for rentals and other amounts due under this Sublease, then Sublessee shall pay monthly, when due any deficiency, and Sublessor may sue Sublessee thereafter as any subsequent deficiency shall arise.

22. Liability and Insurance.

A. Sublessee shall maintain in effect throughout the term of this sublease liability insurance for its activities on the leased property in an amount not less than \$1,000,000 per occurrence, as well as replacement coverage for rental structures in an amount not less than \$10,000,000 per occurrence during the term of this lease which insurance shall apply to the lease property, and shall name the Pueblo of Pojoaque and Pueblo of Pojoaque Enterprise Corporation as Additional Insureds. Sublessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Sublessor upon request.

B. Sublessee will be liable for its own negligent acts, subject in all cases to the defenses and limitations of the New Mexico Tort Claims Act, Section 41-1-1 et seq. NMSA 1978, as amended. However, by entering into this Sublease, Sublessee and its public employees as defined by the Tort Claims Act do not waive sovereign immunity, do not waive any defenses and/or any limitations of liability pursuant to law. This paragraph is intended only to define the liabilities between Sublessor and Sublessee and is not intended to modify in any way the parties' liabilities as governed by applicable law.

C. Sublessee, as a governmental unit, shall be subject to liability for any and all claims, complaints, demands, damage, liability, loss, expense, or costs (including without limitation reasonable court costs, fees and expenses incurred in defending against such liability) for any loss, damage, contamination, or injury of any kind to the person or property of Sublessor

or any other person that is caused by Sublessee or that occurs on or is related to the Subleased Premises, subject to the Dispute Resolution provision in Paragraph 40; provided that Sublessee shall not be liable for Sublessor's own negligence.

D. Sublessee, as a governmental unit, shall be liable for any and all claims, complaints, demands, penalties, settlements, damages, expenses, fines, liabilities, losses, or costs (including without limitation reasonable court costs, fees and expenses incurred in defending against such liability) arising out of or in any way related to the attempt of any person, firm, government, or corporation seeking to hold or holding Sublessor liable or in any way responsible for the debts or obligations incurred by Sublessee.

E. Notwithstanding anything to the contrary in this Sublease, no person holding or who has exercised rights under a lien on or security interest in or assignment of all or any portion of Sublessor's interest in or rights under this Sublease and no purchaser of such interest or rights at a foreclosure sale or any transaction in lieu thereof, or any successor in interest to any of the foregoing, shall be liable under the indemnification provisions in this Sublease for any act, failure to act, or omission of Sublessor or any prior successor in interest of Sublessor.

F. Sublessor agrees to and shall release, exculpate and defend Sublessee from any and all claims, complaints, demands, damage, liability, loss, expense, or costs (including without limitation reasonable attorneys' fees, court costs, and expense incurred in defending against such liability) for any loss, damage, contamination, or injury of any kind to the person or property of Sublessee or any other person that (1) is caused by Sublessor and (2) occurs on or is related to the Subleased Premises.

G. Sublessor agrees to and shall release, exculpate and defend Sublessee from any and all claims, complaints, demands, penalties, settlements, damages, expenses, fines, liabilities, losses, or costs (including without limitation reasonable attorneys' fees, court costs, and expenses incurred in defending against such liability) arising out of or in any way related to the attempt of a person, firm, government, or corporation seeking to hold or holding Sublessee liable or in any way responsible for the debts or obligations incurred by Sublessor in any manner in connection with the conduct and operation of Sublessor's activities conducted on the Subleased Premises. This Subparagraph shall in no way whatsoever affect Sublessee's obligations under any estoppel or attornment agreement executed by Sublessee.

H. Intentionally deleted.

I. Sublessee, at all times and at its expense, shall provide and keep in force for the benefit of Sublessor (1) insurance covering the Subleased Premises sufficient to protect against loss or damage by, or resulting from, fire and such other hazards, casualties, and contingencies as Sublessor from time to time may reasonably require, in companies, form, amounts, and with such other provisions and for such periods as are satisfactory to Sublessor; and (2) comprehensive general public liability insurance covering the Subleased Premises and the businesses to be operated thereon in companies, form, amounts, and with such other provisions and for such periods as are satisfactory to Sublessor (collectively "Policies"). Any and all proceeds from any such Policies shall be distributed, used, and/or otherwise disposed of pursuant to the terms of such Policies and of this Sublease. The Policies shall be reviewed biannually by the Sublessor for adequacy and the coverage adjusted to accommodate for inflation and increased risk factors. Such Policies shall provide that Sublessor is designated as an additional insured and loss payee. Sublessee shall furnish to Sublessor certificates of such Policies

within thirty (30) days after the effective date of this Sublease, on an annual basis thereafter, and at such other times as Sublessor may reasonably require.

J. The Policies shall be issued by a company or companies authorized to do insurance business in the State of New Mexico. The Policies will provide that the Policies will not be cancelled, terminated, suspended, modified by the insurer without first giving Sublessor at least sixty (60) days prior written notice before any such cancellation, termination, suspension, or modification shall become effective. In case Policies are about to expire, Sublessee will deliver to Sublessor certificates of renewal Policies not less than thirty (30) days prior to the respective dates of expiration. Sublessee will deliver to Sublessor receipts for the payment of premiums on all such Policies.

K. If any act or occurrence of any kind or nature (including any casualty for which insurance is not in effect) shall result in substantial damage to or substantial loss or destruction of Subleased Premises, and/or any of the businesses or property thereon or part thereof, and Sublessee has knowledge of such act or occurrence and damage, loss, or destruction, Sublessee agrees to and shall give notice thereof to Sublessor.

(1) If insurance proceeds from the Policies are sufficient for such purpose, then Sublessee will promptly commence and continue diligently to complete the restoration, repair, replacement, and reconstruction of any damage to the Subleased Premises and/or the improvements thereon and shall have full use of such proceeds for such purpose.

(2) If insurance proceeds from the Policies are insufficient for the restoration, repair, replacement, and reconstruction of damage to the Subleased Premises and/or improvements thereon and Sublessee is unable or unwilling to supplement such insurance proceeds, then Sublessor shall retain and own all proceeds of Policies, and this Sublease shall be

immediately terminated by mutual consent of Sublessor and Sublessee, which consent is hereby irrevocably given.

23. Holding Over. Holding over by Sublessee after the termination or expiration of this Sublease shall not constitute a renewal or extension thereof or give Sublessee any rights hereunder or in or to the Subleased Premises. Sublessee agrees to remove all Personal Property prior to the cancellation or expiration of this Sublease; provided, however, that, if this Sublease is canceled prior to the expiration date, Sublessee shall have fifteen (15) calendar days after the cancellation date to remove all such property. Should Sublessee fail to remove any such property within the specified time, Sublessor shall have the right to remove it and dispose of it or have it stored at Sublessee's expense, subject to any collateral interest in the same.

24. Sublessee's Obligations to the United States. While the Subleased Premises are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of Sublessee's obligations under this Sublease, and the obligations of Sublessee's sureties, are to the United States as well as to Sublessor.

25. Payments and Notices. All notices, payments, or demands required or permitted to be given hereunder shall be in writing and shall be (1) delivered by first class, certified, or registered mail through the postal service of the United States of America postage pre-paid or (2) hand delivered by courier or overnight delivery services to the appropriate party at the address shown below, or to such other address as such party may designate by notice as provided herein. All such notices, payments, and demands shall be considered to have been given, if in compliance with this Section, on the third day after postmarked and deposited to the United States Postal Service or, if hand-delivered, on the date of actual delivery.

If to Sublessee: Santa Fe County
Attention: Legal Department
102 Grant Ave., P. O. Box 276
Santa Fe, NM 87504-0276

If to Sublessor: Pueblo of Pojoaque Enterprise Corp.
c/o PPEC Realty Department
Attn: PPEC Realty Director
96 Cities of Gold Road, Ste. 3
Santa Fe, NM 87506

26. Inspection. The Secretary, Sublessor, and/or their authorized representatives shall have the right, at any reasonable time during the Term of this Sublease, and with reasonable written notice to Sublessee, to enter upon the Subleased Premises or any part thereof for the purpose of inspecting and/or conducting environmental tests on the Subleased Premises, all buildings and other improvements erected and placed thereon, and all activities occurring thereon, and Sublessee agrees to permit the same. This right to inspect does not extend to confidential information or trade secrets of Sublessee, who has the right to be present during any such inspection. Should Sublessor find the Sublessee has violated or has permitted any violation of applicable laws, Sublessor may compel Sublessee to investigate and to remedy any such violations or resultant hazards, at Sublessee's sole cost and expense.

27. Interest of Member of Congress. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Sublease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Sublease if made with a corporation for its general benefit.

28. Tax Immunity. Nothing contained in this Sublease is intended or shall be construed to constitute a waiver by either party of any applicable laws that provide tax immunity to trust or restricted Indian property or to any interest therein or income derived therefrom.

29. Validity. This Sublease, and any modification of or amendment to this Sublease, shall not be valid or binding upon either party hereto unless signed by both parties.

30. Non-Responsibility Notices. Prior to the commencement or construction of each improvement on the Subleased Premises, or any repair or alteration thereto, Sublessee shall give Sublessor ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted and recorded as may be provided by any applicable laws. Sublessor hereby authorizes the Secretary to post said notices on Sublessor's behalf. Nothing contained in this Sublease shall be construed to waive any immunity of trust or restricted property from liens, or to obligate the Secretary or Sublessor to post non-responsibility notices while the Subleased Premises are in a trust or restricted status.

31. Severability. In the event that any provision in this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Sublease.

32. Construction. This Sublease was, and shall be deemed to have been, negotiated and written by both parties.

33. Entire Agreement – Modifications. This Sublease constitutes the final and entire agreement between the parties, and there is no agreement or promise on the part of either party to or omit to do any act or thing not herein mentioned. This Sublease is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be amended, changed, modified or altered without the written consent of both parties.

34. Headings. The headings to the various paragraphs of this Sublease are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit or expand the intent of the parties.

35. Gender — Number. Any noun or pronoun used herein shall refer to any gender and to any number as the context requires or permits.

36. Additions. The following provision(s) numbered _____ through _____ have been added to this Sublease and are a part of it (if left blank, no provisions are added).

37. Conditions of Premises and Repairs. Sublessee, for and in consideration of this Sublease and the demise of said Subleased Premises, hereby agrees and covenants with Sublessor that Sublessee has examined the Subleased Premises prior to the execution hereof, knows the conditions thereof, and acknowledges that Sublessee has received the said demised premises in "as is" condition, and that Sublessor has made no representation or warranty as to the condition or repair of the said Subleased Premises has been made by Sublessor. At the expiration of the term of this Sublease or any renewal or extension thereof, Sublessee will yield up peaceably the Subleased Premises to Sublessor in as good order and condition as when the same were entered upon by Sublessee, reasonable use and wear excepted. Sublessee will keep, at Sublessee's own expense, the Subleased Premises in good order and repair during the term of this Sublease, or any extension or renewal thereof, and will repair and replace promptly, at Sublessee's own expense, any and all damage caused by Sublessee, its agents, employees, or invitees, and any and all other damages, including, but not limited to, damage to walls, floors, plumbing, glass, and other appurtenances, that may occur from time to time; that Sublessee hereby waives any and all right to have such repairs or replacements made by Sublessor or at Sublessor's expense; and that, if Sublessee fails to make such repairs and replacements promptly, or, if such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Sublessor may, at Sublessor's option, make such repairs and

replacements, and Sublessee hereby agrees and covenants to repay the cost thereof to Sublessor on demand.

38. Attorneys' Fees. Only as may be determined pursuant to the dispute resolution provisions of Paragraph 40, upon determination of breach or default of this Sublease by one of the parties, the other party shall have the right to recover from the breaching party all reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing its rights hereunder or in successfully defending itself against the claims by the breaching party.

39. Attornment, Estoppel, Subordination and Prepayment of Rent.

A. If any of the interest or rights of Sublessor in, to, or under this Sublease are transferred (1) to any person now or hereafter holding or exercising a lien on or security interest in or assignment of such interest or rights or (2) to any purchaser of such interest or rights at a foreclosure sale or any of the foregoing (collectively "Successor"), Sublessee shall continue to be bound by the terms, covenants, and conditions of this Sublease as if the Successor were the initial Sublessor under this Sublease, and Sublessee does hereby attorn to Successor. Said attornment is effective and self-operative without the execution of any further instrument by Sublessor, Sublessee, or Successor, but Sublessee shall, at the request of either Sublessor or Successor, execute and deliver any separate attornment agreement that may be reasonably requested by Sublessor or Successor or may exercise its right to terminate without penalty pursuant to the termination provisions above.

B. If Successor shall succeed to any interest or rights of Sublessor in, to, or under this Sublease, Successor shall not be:

(1) liable for any act or omission of any prior Sublessor or prior Successor;

(2) subject to any offsets or defenses that Sublessee may or does have against any prior Sublessor or prior Successor;

(3) bound by amendment or modification of the Sublease made without the Successor's consent and written approval where such Successor held any lien or security interest in or assignment of any of Sublessor's interest or rights under this Sublease at the time of such amendment or modification.

C. Sublessee agrees that Sublessee's interest in the Subleased Premises and in this Sublease are subordinate to any interest any Successor may now have or hereafter acquire in the Subleased Premise.

D. In the event that Sublessee chooses not to terminate the lease as per Paragraph 39A, *supra*, Sublessee shall, upon request of Sublessor or any Successor, execute and deliver an Estoppel Certificate, certifying to such facts and making such facts, and making such representations as Sublessor or Successor may reasonably require, including without limitation, that (1) this Sublease is in full force and effect and unmodified or unchanged; (2) full rental is accruing under this Sublease; (3) all conditions required under this Sublease that could have been satisfied as of the date of the execution and delivery of the Estoppel Certificate have been met; (4) no rent under this Sublease has been paid more than thirty (30) days in advance of its due date; (5) no default exists under this Sublease; (6) the Sublessee has no charge, lien, or offset under this Sublease or otherwise against rents or other charges due or to become due hereunder; (7) this Sublease constitutes the entire rental agreement between Sublessor and Sublessee, or between any prior Successor and Sublessee, and Successor shall have no liability or responsibility with respect for any security deposit of Sublessee; (8) the only person in possession of the Subleased Premises or having the right to the possession or use of the

Subleased Premises is Sublessee; and (9) Sublessee has no right or interest on or under any contract, option, and agreement involving the sale or transfer of the Subleased Premises.

E. Sublessee shall not, without the prior written consent of a Successor (1) prepay any rent under this Sublease for more than thirty (30) days in advance; (2) enter into any agreement with the Sublessor to amend or modify this Sublease; (3) voluntarily surrender the Subleased Premises or terminate this Sublease without cause; and (4) sublease or assign its interest in the Sublease or in the Subleased Premises, except as may be permitted hereinabove.

40. Dispute Resolution. Subject to para 41, any disputes involving this Sublease shall be resolved as:

A. A written notice of dispute shall be mailed to the other party by certified, first-class mail. If the dispute is not resolved between the parties within thirty (30) days after the written notice is received, mediation shall commence. A mediation team composed of one representative from each party shall attempt to reach consensus on resolution of the dispute. Such consensus resolution shall be binding on the parties.

B. If the mediation team cannot reach consensus, the dispute shall be resolved by fast-track binding arbitration. An arbitrator shall be selected by the mediation team within thirty (30) days of the date the mediation team decides that mediation is unsuccessful. The arbitrator so selected shall hear the controversy and notify Sublessor and Sublessee in writing of his determination within thirty (30) days after the controversy is submitted to the arbitrator. The arbitrator's decision shall be final and binding on both Sublessor and Sublessee. Each party shall bear its own cost of arbitration, and the cost and expense of the selected arbitrator shall be split equally between the parties.

C. The arbitrator's decision shall be final. The arbitrator's decision shall be enforceable as against Sublessee in the state court for the State of New Mexico, and shall be enforceable as against Sublessor only in the Pueblo of Pojoaque Tribal Court.

D. The Pueblo of Pojoaque retains sole and exclusive civil, legislative, regulatory and adjudicatory jurisdiction over the subleased premises and this Sublease.

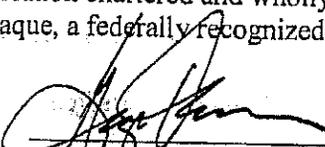
41. Sovereign Immunity, Jurisdiction and Choice of Law. Nothing in this Sublease shall be construed as a waiver of sovereign immunity, express or implied, of the Pueblo of Pojoaque or of Pueblo of Pojoaque Enterprise Corporation or of the immunities granted to the Sublessee as a governmental unit of the State of New Mexico. The Pueblo of Pojoaque expressly retains sole legislative, regulatory and adjudicatory jurisdiction over all matters that are the subject matter of this Sublease. This sublease is under the exclusive jurisdiction of the Pueblo of Pojoaque Tribal court and shall be construed in accordance with the public policy and laws of the Pueblo of Pojoaque. This is a consensual agreement as defined within the meaning of *Montana v. United States*, 450 U.S. 544 (1981).

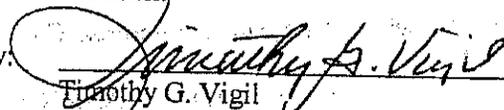
(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand.

SUBLESSOR:

Pueblo of Pojoaque Enterprise Corporation, a for-profit corporation chartered and wholly-owned by the Pueblo of Pojoaque, a federally recognized Indian Tribe

By: 
George Rivera
President

By: 
Timothy G. Vigil
Vice President

SUBLESEE:

County of Santa Fe, a New Mexico political subdivision

By: 

Printed Name: Katherine Miller

Title: County Manager
June 11/12

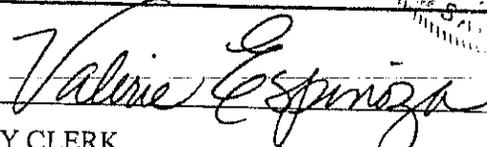
Approved as to form
Santa Fe County Attorney

By: _____

Date: _____

ATTEST:

By: _____

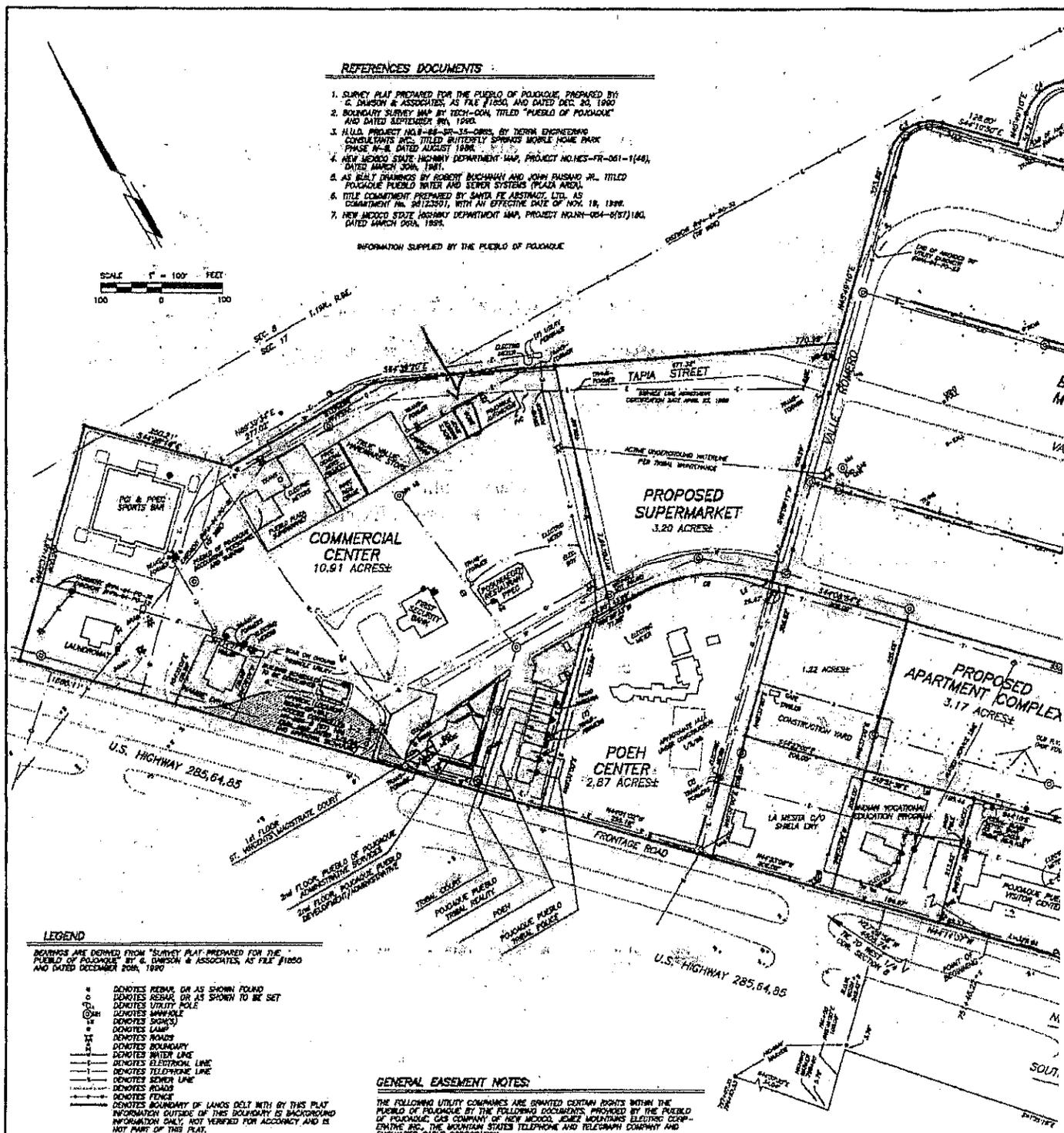
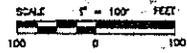
Name: 
COUNTY CLERK



REFERENCES DOCUMENTS

1. SURVEY PLAT PREPARED FOR THE PUERTO OF POLOQUÉ, PREPARED BY C. DAVISON & ASSOCIATES AS FILE #11500 AND DATED DEC. 23, 1980
2. BOUNDARY SURVEY MAP BY TECH-CON, TITLED "PUERTO OF POLOQUÉ" AND DATED SEPTEMBER 29, 1980.
3. H.U.D. PROJECT NO. 88-04-34-CORR. BY TERRA ENGINEERING CONSULTANTS INC. TITLED "BUTTERFLY SPRINGS MOBILE HOME PARK PHASE A-B" DATED AUGUST 1980.
4. NEW MEXICO STATE HIGHWAY DEPARTMENT MAP, PROJECT NO. HES-FR-001-1(48), DATED MARCH 30, 1981.
5. AS BUILT DRAWINGS BY ROBERT BUCHANAN AND JOHN RUSHING JR. TITLED "POLOQUÉ PUEBLO WATER AND SEWER SYSTEMS (PLAZA AREA)"
6. TITLE COMMITMENT PREPARED BY SANTA FE ABSTRACT, LTD. AS COMMITMENT NO. 2812390, WITH AN EFFECTIVE DATE OF NOV. 18, 1980.
7. NEW MEXICO STATE HIGHWAY DEPARTMENT MAP, PROJECT NO. HES-054-0157(18), DATED MARCH 20, 1980.

INFORMATION SUPPLIED BY THE PUERTO OF POLOQUÉ



LEGEND

BOUNDARIES ARE DERIVED FROM "SURVEY PLAT PREPARED FOR THE PUERTO OF POLOQUÉ" BY C. DAVISON & ASSOCIATES, AS FILE #11500 AND DATED DECEMBER 23, 1980

- DENOTES REBAR OR AS SHOWN FOUND
- DENOTES REBAR OR AS SHOWN TO BE SET
- DENOTES UTILITY POLE
- DENOTES SPANWALK
- DENOTES SIGN
- DENOTES LAMP
- DENOTES ROAD
- DENOTES BOUNDARY
- DENOTES WATER LINE
- DENOTES ELECTRICAL LINE
- DENOTES TELEPHONE LINE
- DENOTES SEWER LINE
- DENOTES FENCE
- DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT

GENERAL EASEMENT NOTES

THE FOLLOWING UTILITY COMPANIES ARE GRANTED CERTAIN RIGHTS WITHIN THE PUERTO OF POLOQUÉ BY THE FOLLOWING DOCUMENTS PROVIDED BY THE PUERTO OF POLOQUÉ, GAS COMPANY OF NEW MEXICO, MOUNTAIN STATES ELECTRIC COOPERATIVE INC., THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AND ENCHANTED CABLE CORPORATION.

1. GAS COMPANY OF NEW MEXICO
 - A. Service line agreement #63242, 8/11/80-102
 - B. Right-of-way agreement #63242, 8/11/80-102
2. ENCHANTED CABLE CORPORATION
 - A. Lease agreement #204-84-PO-41
3. MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
 - A. Service line agreement dated September 28, 1984.
 - B. Service line agreement dated July 1978, 1984. (Utility Service)
 - C. Service line agreement dated May 1984. (Utility Service)
 - D. Grant of easement for right of way #204-84-PO-32
4. MOUNTAIN STATES ELECTRIC COOPERATIVE INC.
 - A. Grant of easement #204-84-PO-32
 - B. Telephone service line agreement with reservation dated November 1984 with mobile #1 attachment having G.O.D. #13420
 - C. Grant of easement for right of way #204-84-PO-32
 - D. Telephone service line agreement with reservation dated November 1984 with mobile #1 attachment having G.O.D. #13420
 - E. Service line agreement dated June 1978, 1984 with telephone and telegraph company #40038.

NOTES

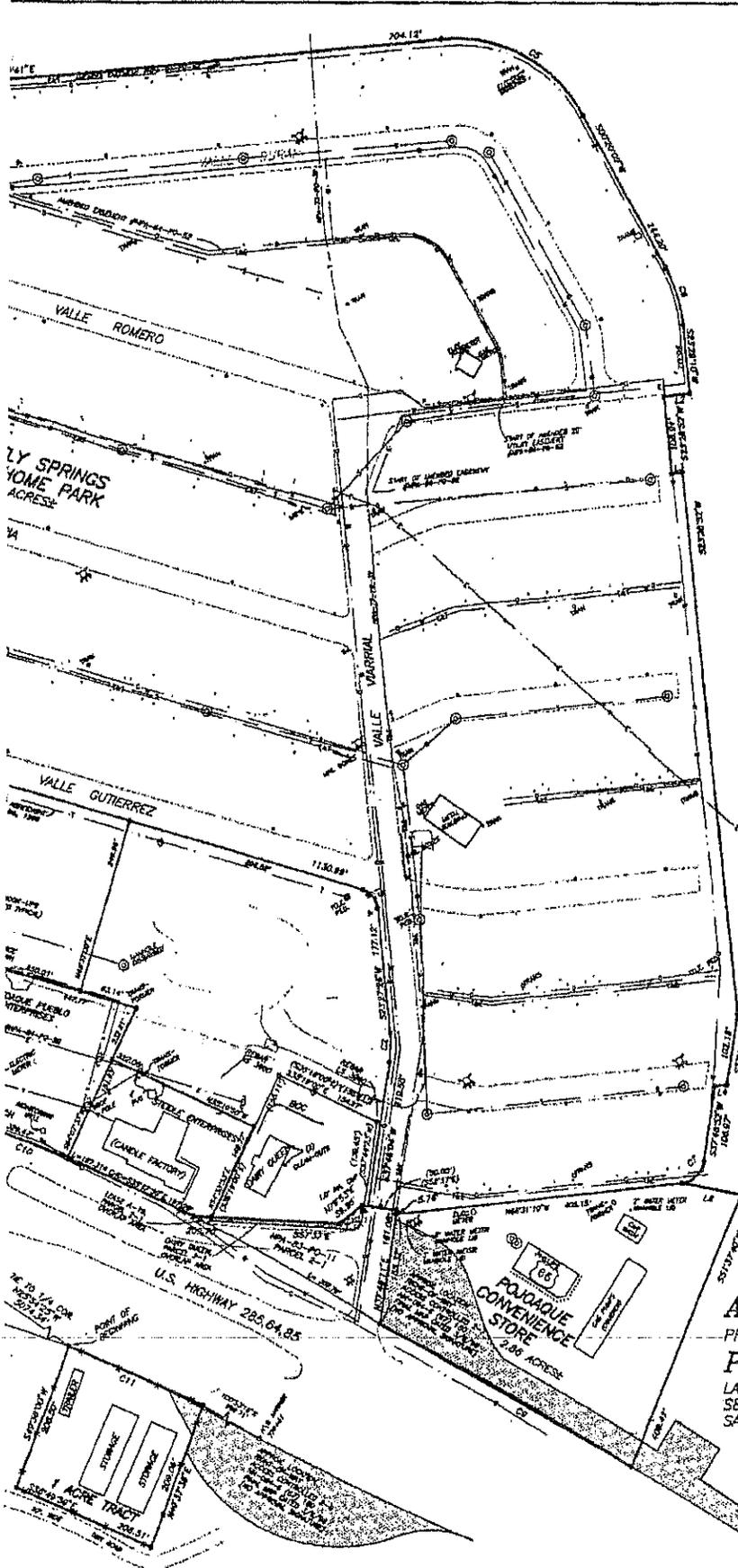
1. ALL TIES SHOWN ARE MADE TO THE WEST QUARTER CORNER OF SECTION 8, T19N, R10E, N14E, 1/4.
2. BOUNDARY DATA IN PARENTHESES IS FROM PRIOR PLATS OR DOCUMENTS
3. CABLE TV HAS RIGHTS WITHIN EACH ROAD SHOWN AND ALONG OVERHEAD UTILITY EASEMENTS PURSUANT TO LEASE #204-84-PO-41
4. ALL UNDERGROUND UTILITY LINES LOCATIONS IDENTIFIED BY TRAIL REPRESENTATIVE OR UTILITY COMPANY.

SURVEYORS NOTE

AS TO THE TITLE MATTERS SHOWN HEREON EDWARD AL TRULLIO AND DAVISON SURVEYS INC. HAS RELIED SOLELY ON THE TITLE REPORT PREPARED BY SANTA FE ABSTRACT, LIMITED, HAS RELIED, DATED NOVEMBER 1984, DAVISON SURVEYS INC. AND EDWARD AL TRULLIO, M.L.R.L.S. HAVE NO STATUTORY RESPONSIBILITY TO THE ACCURACY OR THE COMPLETENESS OF THE SUBJECT REPORT.

LN	Bearing	Distance
L1	S85°37'00"W	81.42'
L2	N46°03'18"E	37.48'
L3	S85°31'00"W	18.00'
L4	N46°03'18"E	16.31'
L5	N46°03'18"E	8.48'
L6	S85°31'00"W	85.27'

LN	Bearing	Distance	Area	Length	Width	Depth	Area
G1	67°34'22"	30.00	33.40	113.40	310°27'43"E		
G2	1°11'30"	171.09	42.83	42.82	S30°54'45"W		
G3	80°20'00"	70.00	106.89	68.00	S89°10'00"E		
G4	88°41'00"	70.01	83.27	78.89	N89°08'43"E		
G5	67°34'22"	210.09	211.31	228.20	S34°54'00"E		
G6	33°20'00"	210.02	84.88	84.19	S71°04'00"W		
G7	79°41'30"	33.00	42.24	42.98	S70°37'31"W		
G8	49°12'30"	248.37	228.13	222.83	N68°48'44"W		
G9	0°40'15"	328.58	406.87	406.59	N31°24'17"W		
G10	1°11'30"	285.72	532.95	532.52	N39°03'00"W		
G11	0°20'18"	826.73	208.48	204.65	N30°00'00"W		



SURVEYORS CERTIFICATION

TO: FIRST SECURITY BANK OF NEW MEXICO, S.A.
 TO: POJOAQUE PUEBLO ENTERPRISE CORPORATION
 TO: SANTA FE ABSTRACT, LTD. AND
 TO: THE BUREAU OF INDIAN AFFAIRS.

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (1) IN ACCORDANCE WITH "MINIMUM STANDARD DATA REQUIREMENTS FOR ALTA SURVEY LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1972, AND INCLUDES ITEMS 1, 2, 4, 10, 11, 12, 14, 15 AND 16 OF TABLE A THEREOF, AND (2) PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ACSM ON THE DATE OF THIS CERTIFICATION OF A URBAN SURVEY.

I FURTHER CERTIFY THAT:

(a) THE PROPERTY SURVEYED IS LOCATED IN SANTA FE COUNTY, STATE OF NEW MEXICO, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

MAIN PROPERTY DESCRIPTION

A TRACT OF LAND LYING WITHIN THE PUEBLO OF POJOAQUE, WITHIN SECTION 17, T.19N., R.9E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY OF U.S. 285 FROM WHENCE A U.S.G.L.D. BEARS OUR MARKING THE WEST 1/4 CORNER FOR SECTION 8, T.19N., R.9E., N.M.P.M., BEARS N72°29'58"W, 4602.34';

THENCE S44°14'07"W, 1688.11' TO A POINT;
 THENCE S48°31'48"E, 400.20' TO A 1/2" REBAR;
 THENCE S44°00'15"E, 120.81' TO A 1/2" REBAR;
 THENCE S85°13'54"E, 577.02' TO A POINT;
 THENCE S24°48'20"E, 700.59' TO A POINT;
 THENCE S45°48'12"E, 323.84' TO A POINT;
 THENCE CLOCKWISE 102.84' ON A CURVE OF RADIUS 70.00' AND A CHORD OF 102.84' TO A POINT;
 THENCE S44°10'58"E, 128.40' TO A POINT;
 THENCE S44°48'10"E, 37.21' TO A POINT;
 THENCE CLOCKWISE 43.02' ON A CURVE OF RADIUS 70.01' AND A CHORD OF 43.02' TO A POINT;
 THENCE S25°20'41"E, 374.12' TO A POINT;
 THENCE CLOCKWISE 111.11' ON A CURVE OF RADIUS 210.04' AND A CHORD OF 111.11' TO A POINT;
 THENCE S25°20'41"E, 228.24' TO A POINT;
 THENCE S25°20'41"E, 228.24' TO A POINT;
 THENCE CLOCKWISE 84.84' ON A CURVE OF RADIUS 210.02' AND A CHORD OF 84.84' TO A POINT;
 THENCE S23°37'10"W, 182.24' TO A POINT;
 THENCE S44°14'07"W, 37.24' TO A POINT;
 THENCE S23°37'10"W, 108.24' TO A POINT;
 THENCE S25°20'41"E, 18.00' TO A POINT;
 THENCE S23°20'34"E, 748.07' TO A POINT;
 THENCE S37°48'25"W, 102.16' TO A POINT;
 THENCE S48°31'48"E, 18.00' TO A POINT;
 THENCE S37°48'25"W, 108.27' TO A POINT;
 THENCE CLOCKWISE 48.24' ON A CURVE OF RADIUS 30.00' AND A CHORD OF 48.24' TO A POINT;
 THENCE S48°31'48"E, 83.47' TO A POINT;
 THENCE S25°20'41"E, 408.41' TO A POINT;
 THENCE COUNTERCLOCKWISE 305.61' ON A CURVE OF RADIUS 305.61' AND A CHORD OF 305.61' TO A POINT;
 THENCE S23°44'17"E, 181.02' TO A POINT;
 THENCE S25°20'41"E, 81.42' TO A POINT;
 THENCE S25°20'41"E, 38.25' TO A POINT;
 THENCE S25°20'41"E, 208.70' TO A POINT;
 THENCE COUNTERCLOCKWISE 208.70' ON A CURVE OF RADIUS 208.70' AND A CHORD OF 208.70' TO A POINT;
 TO THE POINT OF BEGINNING, CONTAINING 31.40 ACRES OF LAND MORE OR LESS, AND INTENDED TO DESCRIBE ALL THOSE PORTIONS SHOWN ON THE EASTERN SIDE OF U.S. HIGHWAY 285 ON THIS PLAT.

1 ACRE TRACT DESCRIPTION

BEGINNING AT A POINT ALONG THE WESTERN RIGHT-OF-WAY OF U.S. 285 FROM WHENCE A U.S.G.L.D. BEARS OUR MARKING THE WEST 1/4 CORNER FOR SECTION 8, T.19N., R.9E., N.M.P.M., BEARS N25°42'22"W, 3074.34';

THENCE S44°23'10"W, 206.50' TO A REBAR;
 THENCE S25°20'41"E, 208.51' TO A POINT;
 THENCE S44°23'10"W, 208.50' TO A POINT;
 THENCE COUNTERCLOCKWISE 308.45' WITH AN ARC OF 5879.21' AND A CHORD OF 308.45' TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE OF LAND MORE OR LESS, AND INTENDED TO DESCRIBE ALL THOSE PORTIONS SHOWN ON THE WESTERN SIDE OF U.S. 285 ON THIS PLAT.

DESCRIPTIONS CONTINUED ON SHEET 3 OF 3

(b) NONE OF THE PROPERTY OR THE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED THEREON ARE LOCATED IN AN AREA HAVING SPECIAL FLOOD HAZARDS ACCORDING TO THE FLOOD HAZARD BOUNDARY MAPS USED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN CONNECTION WITH THE NATIONAL FLOOD INSURANCE PROGRAM, SUCH MAPS BEING SPECIFICALLY IDENTIFIED AS FOLLOWS:

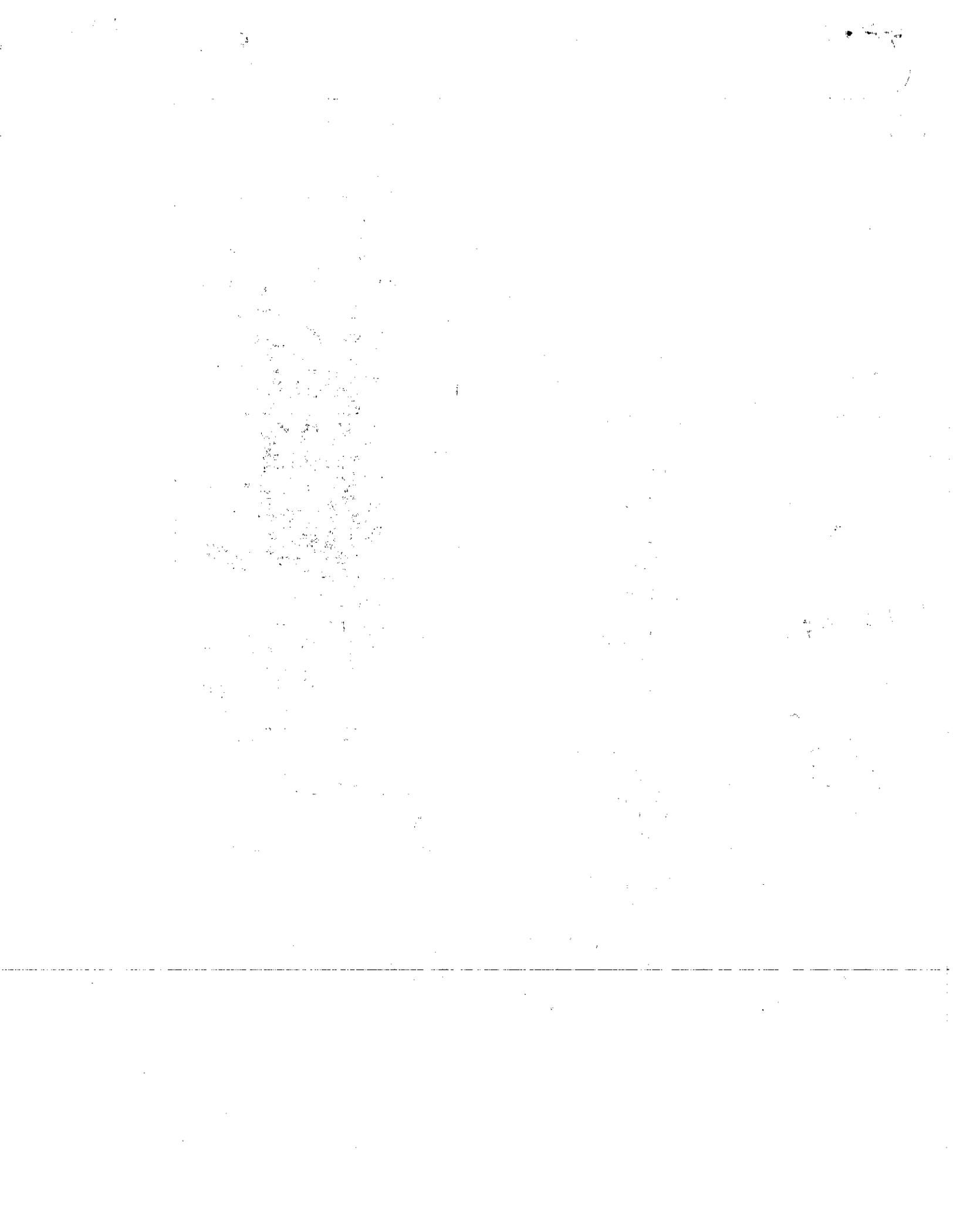
(1) THIS PROPERTY LIES WITHIN ZONE (X) AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN, AS SHOWN ON F.I.R.M. PANEL 35000 0100 B, DATED NOVEMBER 4th, 1982.

Edward M. Trujillo
 EDWARD M. TRUJILLO, N.M.P.L.S. #12302 DATE



ALTA SURVEY PLAT
 PREPARED FOR THE
PUEBLO OF POJOAQUE
 LANDS WITHIN THE POJOAQUE PUEBLO GRANT,
 SECTIONS 8 AND 17, T.19N., R.9E., N.M.P.M.
 SANTA FE COUNTY, NEW MEXICO

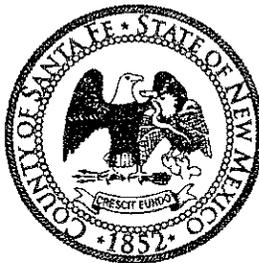
SHEET 2 OF 3
 DAWSON SURVEYS INC.
 PROFESSIONAL LAND SURVEYORS
 2802 CAMINO ENTRADA
 SANTA FE, N.M. 87505
 FILE #101/SHT-2 DATE:02/25/99



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

Through: Rachel O'Conner
Santa Fe County Community Services/HHSD Department

From: K. Greg Smith
Santa Fe County Healthcare Assistance Program (Indigent)

Date: June 12, 2013

Subject: Request Approval of Indigent Claims

Issue:

Request Approval of Indigent Claims in the amount of: 887 claims for \$253,167.62.

Background:

Staff had to move Indigent Hospital & Healthcare Board meeting to full BCC meeting due to bridge dedication in the morning of June 25, 2013. Full Indigent Hospital & Healthcare Board meeting will meet again on Tuesday July 30, 2013.

Staff Recommendation:

Staff recommends approval of Indigent Claims.

06/25/13

SANTA FE COUNTY INDIGENT HOSPITAL & HEALTH CARE BOARD
PRESENTATION OF CLAIMS

	<u># claims</u>	<u>\$ approved</u>
SOLE COMMUNITY PROVIDERS:		
CHRISTUS/ST. VINCENT	56	\$82,517.58
TOTAL SCP	56	\$82,517.58
NON SCP PROVIDERS:		
EL CENTRO HEALTH	8	\$562.62
LA FAMILIA MEDICAL CENTER	598	\$91,029.00
LIFE LINK	77	\$29,221.02
MILLENNIUM TREATMENT SERVICES	3	\$710.00
ORTIZ MTN HEALTH CENTER/PMS	60	\$7,071.56
PRESBYTERIAN HOSPITAL	1	\$58.76
SANTA FE CITY AMBULANCE	4	\$1,903.51
SANTA FE COUNTY FIRE DEPT	1	\$107.77
SANTA FE RECOVERY CENTER	3	\$17,850.00
SW CARE CENTER/WOMENS HEALTH	74	\$9,738.27
UNM HOSPITAL	2	\$12,397.53
TOTAL NON SCP	831	\$170,650.04
TOTAL	887	\$253,167.62

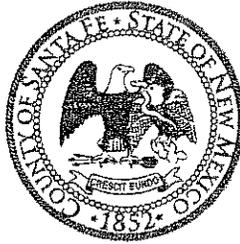
Santa Fe County Indigent Fund
 Primary, Behavioral, Ambulance, & Hospital Provider
 Expenditures for Fiscal Year 2012 & 2013
 June 25, 2013

Provider Name	FY 2012 Beginning	FY-2012 Expenditures	FY 2013 Beginning	FY2013 Adjustments	FY 2013 Totals	FY-2013 Expenditures To Date	Claims Presented for Approval Today	2013 Remaining Balance
Primary Care Providers								
First Choice Healthcare	4,250.00	2,030.72	2,000.00		2,000.00			2,000.00
El Centro of Northern of NM	17,000.00	17,359.74	17,000.00		17,000.00	14,627.83	562.62	1,809.55
La Familia Medical Center	531,250.00	556,181.50	550,000.00	120,000.00	670,000.00	550,000.00	91,029.00	28,971.00
Pecos Valley Medical Center	2,550.00		2,000.00		2,000.00			2,000.00
PMS: Hope Medical Center & Ortiz Mountain Health	8,500.00	8,181.77	8,000.00	7,500.00	15,500.00	8,151.59	7,071.56	276.85
SW Care/Women's Health Services	63,750.00	113,750.00	113,750.00		113,750.00	98,513.32	9,738.27	5,498.41
Total Primary Care Providers	627,300.00	697,503.73	692,750.00	127,500.00	820,250.00	671,292.74	108,401.45	40,555.81
Behavioral Health Treatment Providers								
Hoy Alcoholics Programs	65,000.00	65,000.00	65,000.00	-25,000.00	40,000.00	6,300.00		33,700.00
Life Link	100,000.00	100,000.00	100,000.00		100,000.00	40,179.48	29,221.02	30,599.50
Millennium Treatment Services	20,000.00	2,432.50	2,000.00		2,000.00	1,290.00	710.00	0.00
Santa Fe Recovery Center	250,000.00	250,000.00	250,000.00	-25,000.00	225,000.00	158,130.00	17,850.00	49,020.00
Total Substance/Alcohol Treatment Providers	435,000.00	417,432.50	417,000.00	-50,000.00	367,000.00	205,899.48	47,781.02	113,319.50
Ambulance Providers								
City of Santa Fe Ambulance Services	9,500.00	36,365.72	9,500.00	18,000.00	27,500.00	23,989.08	1,903.51	1,607.41
Espanola Hospital Ambulance	7,500.00		7,500.00	-3,000.00	4,500.00	651.30		3,848.70
Santa Fe County Fire Department	10,000.00	10,492.67	10,000.00	10,000.00	20,000.00	15,055.75	107.77	4,836.48
Total Ambulance Providers	27,000.00	46,858.39	27,000.00	25,000.00	52,000.00	39,696.13	2,011.28	10,292.59
Out of County Hospital Providers								
Heart Hospital of New Mexico	20,000.00	62,932.85	63,000.00		63,000.00	57,110.55		5,889.45
Presbyterian Hospital	75,000.00	255,040.28	200,000.00	-9,471.28	190,528.72	114,808.94	58.76	75,661.02
UNM Health Sciences Center	300,000.00	2,15,620.53	200,000.00		200,000.00	183,099.38	12,397.53	4,503.09
Holy Cross Hospital			0.00	1,971.28	1,971.28	1,971.28		0.00
Total Out of County Hospital Providers	395,000.00	533,593.66	463,000.00	-7,500.00	455,500.00	356,990.15	12,456.29	86,053.56
Contingency			100,000.00	-95,000.00	5,000.00			5,000.00
TOTAL	1,484,300.00	1,695,388.28	1,699,750.00		1,699,750.00	1,273,878.50	170,650.04	255,221.46

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 25, 2013

TO: Board of County Commissioners

FROM: Wayne Dalton, Building & Development Services Supervisor *WD*

VIA: Penny Ellis-Green, Growth Management Director *RG*
Vicki Lucero, Building & Development Services Manager *VL*

RE.: Introduction and possible approval of Resolution No. 2013-____, A Resolution to Commission and authorize certain Growth Management staff, and the Enforcement Officer for the Solid Waste Division to issue citations for violations of County Ordinances and associated waiver of requirements of Resolution No. 2013-026.

Background:

On March 28, 2006, Resolution No. 2006-53 was adopted which authorized certain County staff to issue citations of violations of County Ordinances.

This proposed resolution repeals and replaces all previous relevant resolutions, including Resolution 2006-53.

Issue:

The proposed resolution allows for Code Enforcement Officers, and the Enforcement Officer for the Solid Waste Division, who are commissioned and are authorized to issue citations for violations of the Santa Fe County Land Development Code (Ordinance 1996-10) and all other applicable County Ordinances.

SANTA FE COUNTY
RESOLUTION NO. 2013- _____

**A RESOLUTION TO AUTHORIZE CERTAIN GROWTH MANAGEMENT
DEPARTMENT STAFF AND THE ENFORCEMENT OFFICER FOR THE SOLID
WASTE DIVISION TO ISSUE CITATIONS FOR VIOLATIONS OF COUNTY
ORDINANCES AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION
NO. 2013-026.**

WHEREAS, pursuant to NMSA 1978, Section 4-37-3 (1993), County Ordinances may be enforced by prosecution for violations of such Ordinances in any Court of competent jurisdiction of the County;

WHEREAS, pursuant to NMSA 1978, Section 4-37-3 (B) (1993), citations for violations of County Ordinances may be commenced by the issuance of a citation charging the violation;

WHEREAS, pursuant to NMSA 1978, Section 4-37-3 (B) (1993), citations may be issued by County Code Enforcement Officers or other County employees who are authorized by the Board of County Commissioners to issue citations; and

WHEREAS, pursuant to Ordinance 2013-026 resolutions must be placed on an agenda for review and discussion at least one BCC meeting prior to being placed on a BCC agenda as an action item unless that procedure is waived by the BCC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that:

- A. The requirements of Ordinance 2013-026 are hereby waived;
- B. Code Enforcement Officers of the County Growth Management Department and the Enforcement Officer for the Solid Waste Division are commissioned and authorized to issue citations for violations of Santa Fe County Ordinances;
- C. This Resolution repeals and replaces all previous relevant resolutions, including Resolution 2006-53;
- D. The following officers are authorized and commissioned to issue citations charging violations of County ordinances:
 - Wayne Dalton
 - John Lovato
 - Miguel "Mike" Romero
 - Rick Lovato
 - Arthur "Gene" Portillo

- Eloy Griego
- Joe Martinez

APPROVED, ADOPTED AND PASSED this ____ day of _____, 2013.

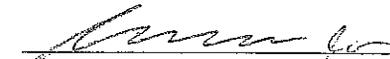
BOARD OF COUNTY COMMISSIONERS

Kathy Holian, Chairman

Attest:

Geraldine Salazar, County Clerk

Approved as to Form:



Stephen C. Ross, County Attorney

Santa Fe County

Fiscal Impact Report

Department/ Division: Growth Management/B&DS Dept.

Action Item to be Considered: A Resolution authorizing certain County staff to issue citations for violations

Agreement Number:

Indicate with a <input checked="" type="checkbox"/> below	Section 1 - Identify the type of document below for BCC Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input checked="" type="checkbox"/>	Other: Resolution

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % \$ Source
<input checked="" type="checkbox"/>	Other: No funding required

Section 3 - Ongoing operations and maintenance (O&M) requirements:		
Short Term (Specify needs for the current fiscal year only)		
N/A		
New FTE's # ⁰	Position	Hourly Rate \$ ⁰
Current Fiscal Year Cost \$ ⁰	Annual Cost \$ ⁰	
Initial Costs (Vehicle, computer, office space, etc.)		
N/A		

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Existing vehicles, field equipment, lap top, office supplies

Current Fiscal Year Cost \$ 0

Annual Cost \$ 0

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Salary & Benefits:

N/A

All other expenses:

N/A

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

No revenue, this work is already being conducted with current budget

Current FY Estimate \$ 0

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

No revenue, this work will continue to be conducted with current budget

Annual Estimate \$ 0

Total (next 4 years) \$ 0

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Commission and authorize certain Land Use staff, the County Fire Marshal and Fire Prevention Division and the Enforcement Officer for the Solid Waste Division to issue citations for violations of County Ordinances. This action would provide existing staff, already out in the field by the nature of their job, the authority to issue citations. This request does not have additional fiscal implications to the County budget.

Prepared by Wayne Dalton

Reviewed by Teresa C. Martinez

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: June 12, 2013

To: Santa Fe County Board of County Commissioners

From: Maria B. Sanchez, Procurement Specialist, Senior

Via: Bill Taylor, Procurement Manager *BT*

Re: *Request Approval of Amendment 2 to Agreement #2011-0269-FI/MS Lodgers Tax Advertising and Promotional Services with Impressions Advertising in the amount of \$300,000, inclusive of GRT (Purchasing/Bill Taylor)*

Issue:

The Finance Department is requesting to enter into Amendment No. 2 to Agreement #2011-0269-FI/MS Lodgers Tax Advertising and Promotional Services in the amount of \$300,000, inclusive of GRT for FY2014.

Background:

Pursuant to 13-1-112 NMSA 1978, Purchasing Division processed a Request for Proposal (RFP) #2011-0269-FI/MS for the Lodgers Tax Advertising and Promotional Services. Santa Fe County and Impressions Advertising entered into Agreement #2011-0269-FI/MS for advertising and promotional services. The Agreement is a two (2) year term agreement with the option to renew for an additional two (2) years with the same terms and conditions.

Amendment No. 1 renewed the agreement for the second year with additional \$300,000 of funding for that second year.

Amendment N. 2 will be the third year renewal option for this agreement with an additional \$300,000 of funding for services. (exhibit A)

Action Requested:

The Finance Department requests authorization for Amendment 2 Agreement #2011-0269-FI/MS with Impressions Advertising for Lodgers Tax Advertising and Promotional Services in the amount of \$300,000, inclusive of GRT.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH IMPRESSIONS ADVERTISING
TO PROVIDE ADVERTISING AND RELATED PROMOTIONAL SERVICES**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and **Impressions Advertising** (hereinafter referred to as the "Contractor").

WHEREAS, on July 27, 2011, the County and the Contractor entered into Agreement No. 2011-0269-FI/MS in the amount of \$300,000 for the Contractor to provide advertisement and promotional services to publicize and promote tourist-related attractions and promotions for Santa Fe County;

WHEREAS, by Amendment No. 1 dated May 29, 2012 Contract No. 2011-0269-FI/MS was amended to increase the compensation for Contractor's services provided in FY 2013;

WHEREAS, according to Paragraph 15 of Agreement No. 2011-0269-FI/MS, any amendment to the Contract must be in writing and executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 2 to extend the term of the Agreement from July 29, 2013 to June 30, 2014 and increase the Contractor's compensation for the continuation of services in FY 2014.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article 2.A.2 (Compensation, Invoicing, and Set-Off) of Agreement No. 2011-0269-FI/MS is amended by deleting 2.A.2 as amended in Amendment No. 1, and replace it with:
 2. The total compensation to be paid under this Agreement including fees and costs as stated in Exhibit A attached hereto, shall be \$300,000 for FY 2012; \$300,000 for FY 2013; and \$300,000 for FY 2014, for a total compensation not to exceed Nine Hundred Thousand Dollars (\$900,000.00), exclusive of New Mexico gross receipts tax. Compensation will be paid on a monthly basis for services rendered.

2. Article 3 (Effective Date and Term) of Agreement No. 2011-2011-0269-FI/MS is amended by inserting a new subparagraph A to read as follows:
 - A. Pursuant to Amendment No. 2, the term of this Agreement is extended to June 30, 2014, unless earlier terminated pursuant to Article 5 (Termination). The County has the option to extend the term of this Agreement for one (1) year. The County shall provide a written notice of its intent to extend the term at least thirty (30) days prior to June 30, 2014.

3. All other provisions of Agreement No. 2011-0269-FI/MS not specifically amended by Amendment No. 1 and this Amendment No. 2 remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair

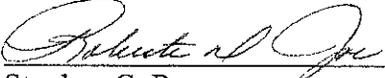
Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:

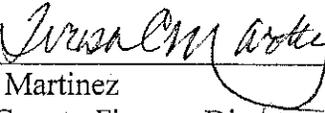


Stephen C. Ross
Santa Fe County Attorney

4/29/13

Date

FINANCE DEPARTMENT

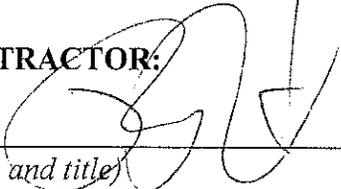


Teresa C. Martinez
Santa Fe County Finance Director

5/7/13

Date

CONTRACTOR:



(name and title)

6-11-13

Date

Cost Proposal—Budget, Services And Charges

Hourly rates are charged for: Administrative, Consultation (meeting), Copywriting/editing, Design/layout, Creative, Illustration, Mechanical production, Project supervision, Video and audio production.

Media commissions of 15% are earned by the agency or added to the net cost of the placement. Likewise, printing commissions of 15% are earned by the agency from vendors or are added to the net cost of the job. Materials are billed at cost plus 15%, which includes electronic outputs, scans, special art supplies, etc. Long distance phone calls are charged at cost. Local deliveries and long distance deliveries such as Federal Express or DHL Express are charged at net.

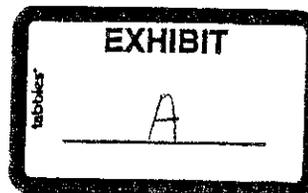
Impressions Advertising bills for time and materials on a monthly basis; thus, if a project is begun in July and continues into August, bills for the time and materials spent on that project will appear in both months. (Impressions employees record their time in quarter-hour increments.)

Our billing is submitted on approximately the tenth of every month.

Time charges will be billed for the following services:

Consultation.....	\$80.00
Project Supervision	\$80.00
Creative development.....	\$80.00
Design/layout.....	\$70.00
Print production/traffic	\$50.00
Research	\$70.00
Copywriting/editing	\$70.00
Mechanical or electronic assembly	\$70.00
Illustration.....	\$70.00
Video/Audio production	\$70.00
Administration/accounting.....	\$50.00

On the following pages are requested sample proposed breakdowns for annual budgets of \$270,000, \$285,000 and \$300,000.



Santa Fe County
Proposed FY 11 Budget (\$300,000) - DRAFT

Line Item	SFC Contract \$300,000	Budget \$300,000		Percentage of Total Budget
Gross Receipts Tax		\$15,000		5.00%
Media		\$171,000	% of Media Budget	57.00%
National Leisure Travel	\$75,000		44%	
In-State Leisure Travel	\$25,000		15%	
On-Line Campaign	\$71,000		42%	
Account Service		\$21,000		7.00%
Production		\$25,000		8.33%
Web		\$23,100		7.70%
Production	\$22,600			
Hosting	\$500			
Public Relations		\$13,500		4.50%
Fulfillment		\$15,050		5.02%
Postage	\$200			
Handling	\$200			
Phones	\$2,000			
Voice Mail	\$250			
Storage	\$1,650			
Brochure Distribution	\$3,500			
Fulfillment Administration	\$7,250			
Printing		\$12,000		4.00%
Photography		\$3,000		1.00%
Other Production/Miscellaneous		\$1,000		0.33%
TOTALS		\$299,650		99.88%
			\$350 Under/(Over)	-0.12%



**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH IMPRESSIONS ADVERTISING
TO PROVIDE ADVERTISING AND RELATED PROMOTIONAL SERVICES**

THIS AMENDMENT is made and entered into on this 29th day of May, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **IMPRESSIONS ADVERTISING** (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County requires advertisement and promotional services to publicize and promote tourist-related attractions, facilities and events, field houses, auditoriums, welcome centers, tourist information centers, museums performing art facilities throughout Santa Fe County;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal No. 2011-0269-FI/MS for these services and the Contractor was determined to be the highest rated offeror;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement;

WHEREAS, Article 15, No Oral Modifications; Written Amendments Required allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 1 to increase the compensation in the amount of \$300,000.00 for services provided in Fiscal Year 2013.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 2.A.2. (Compensation, Invoicing, and Set-off) of the Agreement #2011-0269-FI/MS is amended by deleting 2.A.2. in its entirety and replacing it with :
 2. The total compensation to be paid under this Agreement including fees and costs as stated in "Exhibit A" attached hereto, shall be \$300,000 for FY 2012 and \$300,000 for FY 2013, to a total compensation not to exceed **Six Hundred Thousand Dollars (\$600,000.00)**, inclusive of New Mexico gross receipts tax. Compensation will be paid on a monthly basis for services rendered
2. All other provisions of the Agreement not specifically amended by this Amendment No. 1, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

SANTA FE COUNTY

Liz Stefanics
Liz Stefanics, Chair
Board of County Commissioners

5/29/12
Date

ATTEST:

Valerie Espinoza by vt
Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

May 2, 2012
Date

FINANCE DEPARTMENT

Teresa Martinez
Teresa Martinez, Finance Director

5/8/2012
Date

IMPRESSIONS ADVERTISING:

Russ Rombree
Signature
Russ Rombree
Printed Name

5.9.12
Date

Its: _____

Cost Proposal—Budget, Services And Charges

Hourly rates are charged for: Administrative, Consultation (meeting), Copywriting/editing, Design/layout, Creative, Illustration, Mechanical production, Project supervision, Video and audio production.

Media commissions of 15% are earned by the agency or added to the net cost of the placement. Likewise, printing commissions of 15% are earned by the agency from vendors or are added to the net cost of the job. Materials are billed at cost plus 15%, which includes electronic outputs, scans, special art supplies, etc. Long distance phone calls are charged at cost. Local deliveries and long distance deliveries such as Federal Express or DHL Express are charged at net.

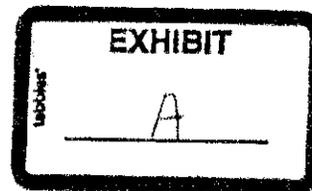
Impressions Advertising bills for time and materials on a monthly basis; thus, if a project is begun in July and continues into August, bills for the time and materials spent on that project will appear in both months. (Impressions employees record their time in quarter-hour increments.)

Our billing is submitted on approximately the tenth of every month.

Time charges will be billed for the following services:

Consultation	\$80.00
Project Supervision	\$80.00
Creative development.....	\$80.00
Design/layout.....	\$70.00
Print production/traffic	\$50.00
Research	\$70.00
Copywriting/editing	\$70.00
Mechanical or electronic assembly	\$70.00
Illustration.....	\$70.00
Video/Audio production	\$70.00
Administration/accounting.....	\$50.00

On the following pages are requested sample proposed breakdowns for annual budgets of \$270,000, \$285,000 and \$300,000.



**PROFESSIONAL SERVICES AGREEMENT
WITH IMPRESSIONS ADVERTISING
TO PROVIDE ADVERTISING AND RELATED PROMOTIONAL SERVICES**

THIS AGREEMENT is made and entered into on this 27th day of July, 2011, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **IMPRESSIONS ADVERTISING** (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County requires advertisement and promotional services to publicize and promote tourist-related attractions, facilities and events, field houses, auditoriums, welcome centers, tourist information centers, museums performing art facilities throughout Santa Fe County; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. 2011-0269-FI/MS for these services and the Contractor was determined to be the highest rated offeror; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

Contractor shall perform necessary and County approved advertising and related promotional services and activities that target and address the County's established goals and objectives for attracting tourism and tourists within Santa Fe County. The Contractor shall obtain County approval, in advance and in writing, for concepts and costs for advertising and promoting County tourism that may include, but not limited to, advertising and promoting centers, facilities, areas or activities that exist within Santa Fe County. Prior to commencing any work under this Agreement Contractor shall also obtain County approval for all advertising and promoting initiatives that may be desired by the County in collaboration with other governmental entities. Area of focus for advertising and promoting Santa Fe County tourism activities includes targeting (1) in-state travelers, (2) national travelers and 3) international travelers, as determined by the County. Contractor shall perform the following activities under this Agreement:

- A. The Contractor shall coordinate with Santa Fe County representatives to develop strategies, goals and objectives to be used in the advertising, promoting and publicizing of Santa Fe County as a tourist destination for in-state and out-of-state travelers and that may relate to various County centers, facilities, areas, and activities that may exist in Santa Fe County.
- B. After coordination and input from the County, as required in this Scope of Work, Contractor shall submit an annual marketing, media and public relations plan, subject to County approval, that will maximize the effectiveness of all existing and new marketing

efforts that achieve the County's established goals and objectives for attracting tourism. The annual plan for each term of this Agreement shall be submitted within sixty (60) days of the date this Agreement is executed or within sixty (60) days of any renewal term of this Agreement. Updates to the annual plan shall be required if requested by the County. The annual plan shall include the designing and producing of an annual advertising campaign that meets the County's approved strategies, goals and objectives for promoting the County as a tourist and travel destination for in-state and out-of-state travelers.

- C. The Contractor shall provide and produce a review and analysis of any ongoing or new media and marketing efforts for advertising, promoting and publicizing tourism in the County as requested by the County.
- D. Contractor shall coordinate any infrastructure and visitor information research as requested by the County that relates to advertising, promoting and publicizing the County as a tourist destination for in-state and out-of-state travelers.
- E. The Contractor shall prepare and submit for approval by the County, a budget of the annual contract dollars for all activities and promotional efforts requested by the County. The Contractor shall be responsible for administering and monitoring contract expenditures in accordance with the County approved budget for work related to this Agreement. Budget reports shall be due quarterly or whenever County determines such reports need to be completed. The Contractor shall also submit budget revision recommendations for approval by the County or as determined necessary by the County.
- F. The Contractor shall prepare grant applications and grant proposals for advertising related grants as identified and requested by the County (i.e., NM Department of Tourism).
- G. The Contractor shall produce all advertising and promotional materials related to all activities and initiatives approved by the County under this SOW including, but not limited to, broadcasting, print advertisements, place, print and broadcast media insertion materials and oversee the completion, fulfillment and processing of all such activities.
- H. The Contractor shall prepare and submit monthly progress reports and orally present the reports at the Lodgers' Tax Advisory Board meetings of all activities performed under this Agreement. The Contractor shall also present its annual report, all updates of the annual plan and report on work completed under this Agreement to the Board of County Commissioners when and as requested by the County.
- I. The Contractor shall perform other services or tasks as deemed necessary by the County in relation to promoting and advertising tourism for Santa Fe County pursuant to this Agreement and Scope of Work.
- J. Meet with County representatives to plan work and review progress of items or activities required under this Agreement.

2. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows
1. The County shall pay Contractor in accordance with "Exhibit A" cost schedule form attached hereto for services performed.
 2. The total compensation to be paid under this Agreement including fees and costs shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**, inclusive of New Mexico gross receipts tax. Compensation will be paid on a monthly basis for services rendered in accordance with the cost schedule attached herein as Exhibit "A."
- B. The Contractor shall submit a written request for payment to the County at the end of each month where work under this agreement was performed for each item listed in and completed in Exhibit A. Upon the County's receipt of the written request for payment, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full; provided, however, that the County is not required to pay for accepted items or services until it receives the necessary funds; it being further provided, that the County shall not incur any late payment charges unless it fails to pay the Contractor within five working days of the County's receipt of the necessary state or federal funds.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two years after the date the last party to the agreement has signed, unless the County elects to extend for 2 additional years with express approval of the County Manager or unless earlier terminated pursuant to Section 5, TERMINATION, of this Agreement. The County shall provide the Contractor written notice of its intent to extend the contract any additional term, as

permitted by applicable law or ordinance, but not to exceed 2 additional years, at least thirty days prior to expiration of this Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. Notwithstanding other provisions of this Agreement, the County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure

by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation

in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the

County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Impressions Advertising
322 Paseo de Peralta
Santa Fe, New Mexico 87501

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form marked Appendix "B" to this Agreement.

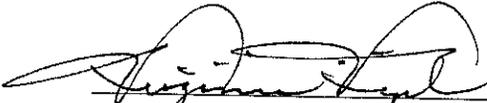
32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

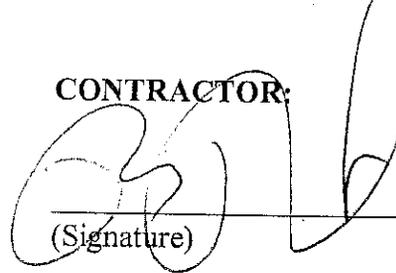
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

CONTRACTOR:



Virginia Vigil, Chairperson
Board of County Commissioners

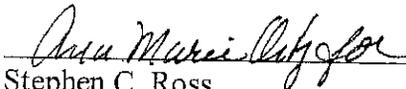


(Signature)

By: Russ Roundree
(Print Name)

Approved as to Form:

Its: Assistant County Attorney
(Print Title)

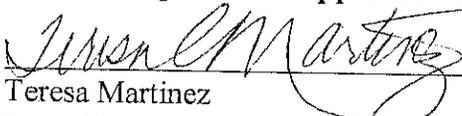


Stephen C. Ross
Santa Fe County Attorney

FEDERAL TAX I.D. NUMBER

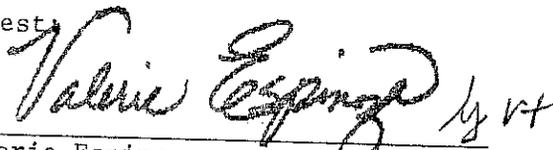
850 351 053

Finance Department Approval:

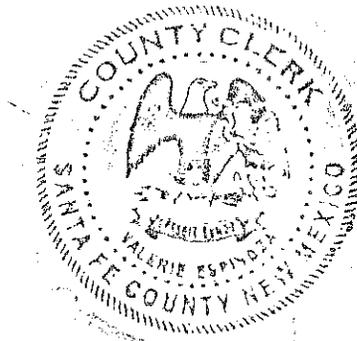


Teresa Martinez
Santa Fe County Finance Director

Attest:



Valerie Espinoza
Santa Fe County Clerk



Cost Proposal—Budget, Services And Charges

Hourly rates are charged for: Administrative, Consultation (meeting), Copywriting/editing, Design/layout, Creative, Illustration, Mechanical production, Project supervision, Video and audio production.

Media commissions of 15% are earned by the agency or added to the net cost of the placement. Likewise, printing commissions of 15% are earned by the agency from vendors or are added to the net cost of the job. Materials are billed at cost plus 15%, which includes electronic outputs, scans, special art supplies, etc. Long distance phone calls are charged at cost. Local deliveries and long distance deliveries such as Federal Express or DHL Express are charged at net.

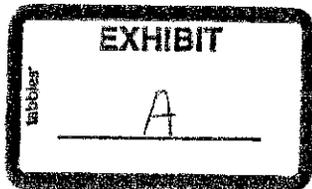
Impressions Advertising bills for time and materials on a monthly basis; thus, if a project is begun in July and continues into August, bills for the time and materials spent on that project will appear in both months. (Impressions employees record their time in quarter-hour increments.)

Our billing is submitted on approximately the tenth of every month.

Time charges will be billed for the following services:

Consultation	\$80.00
Project Supervision	\$80.00
Creative development.....	\$80.00
Design/layout.....	\$70.00
Print production/traffic	\$50.00
Research	\$70.00
Copywriting/editing	\$70.00
Mechanical or electronic assembly	\$70.00
Illustration.....	\$70.00
Video/Audio production	\$70.00
Administration/accounting.....	\$50.00

On the following pages are requested sample proposed breakdowns for annual budgets of \$270,000, \$285,000 and \$300,000.



APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

"Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses



of a political committee that are paid by an organization that sponsors the committee.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means that time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of prospective contractor" mean an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature _____ Date _____

Title (position) _____

- or -

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED AND FIFTY DOLLARS (\$250) WERE MADE to a applicable public official by me, a family member or representative.

Dave Rountree 06/15/2011
Signature _____ Date _____

President _____

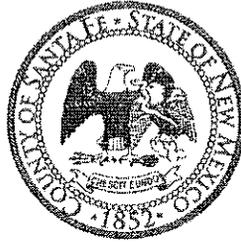
Title (position) _____



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: June 25, 2013

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Adam Leigland, Public Works Director *AC 6/12/13*
Mark Hogan, Properties Facilities Director

Re: *Request Approval of Change Order #1 to Agreement #2013-0099-OS/PL with Longhorn Construction Services, Inc. for Construction Services for the Edgewood Open Space in the amount of \$106,720.00 for a total contract amount of \$763,649.00 exclusive of GRT.*

Issue and Background:

The Santa Fe County Projects, Facilities, Open Space & Trails Division received authorization from the Board of County Commissioners to enter into a contract with Longhorn Construction Services, Inc. for construction of the Edgewood Open Space Equestrian Center located on 30 acres in the Town of Edgewood. Contract #2013-0099-OS/PL was executed with Longhorn Construction Services, Inc. on December 12, 2012 in the amount of \$656,929.00 exclusive of GRT. Construction includes an equestrian arena, vehicle and trailer parking, restrooms, recreational trails, picnic area, stormwater management facilities, and landscaping.

Change Order #1 the amount of \$106,720.00, exclusive of GRT, provides for additional work necessary to properly complete the project. During construction of a water line to service the project, and other excavation activities, subsurface rock was encountered in quantities that significantly exceeded the engineer's estimate. Additional drainage culverts were also added to the project to better manage stormwater flows across the roadway and parking facilities.

Action Requested:

Purchasing and Open Space & Trails Divisions request approval of Change Order #1 for additional services to Agreement #2013-0099-CSD/PL with Longhorn Construction Services, Inc. for the additional rock excavation and drainage culverts in the amount of \$106,720.00 exclusive of GRT.

® TM

AIA Document G701 - 2001

Change Order # 1

PROJECT (Name and address): Edgewood Open Space 97 Frontage Road . Edgewood, NM 87015	CHANGE ORDER NUMBER: One DATE: April 25, 2013	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Longhorn Const. Services, Inc. 9208 Lona Lane, Albuquerque, NM 87511	ARCHITECT'S PROJECT NUMBER: 1059 CONTRACT DATE: Dec. 12, 2012 CONTRACT FOR: Edgewood Open Space Construction	FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1) Revise Quantity of Bid Item #10 from 450 CY to 1,584 CY; Unit Cost: Unchanged; Extended Price from \$40,500 to \$142,560.
- 2) Revise Quantity of Bid Item #17 from 40 LF to 180 LF; Unit Cost: Unchanged; Extended Price from \$960 to \$4,320.
- 3) Add Bid Item #57 "Rock Check Dam"; Unit EA: Quantity: 13; Unit Cost : \$100.00; Extended Price \$1,300.

The original Contract Sum was:	\$ 656,929.00
The net change by previously authorized Change Orders:	\$ 0.00
The Contract Sum prior to this Change Order was:	\$ 656,929.00
The Contract Sum will be increased by this Change Order in the amount of:	<u>\$ 106,720.00</u>
The new Contract Sum including this Change Order will be:	<u>\$ 763,649.00</u>

NOTE: Costs shown DONOT include required additional NMGR .

Contract Time will be increased by 5 days.
 The date of Substantial Completion as of the date of this Change Order therefore is July 16, 2013.

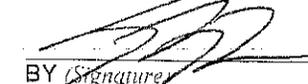
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

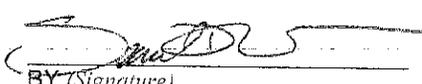
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Surroundings Studio, LLC
ARCHITECT (Firm name)
 1600 Lena St, #E3
 Santa Fe, NM 87501
 ADDRESS

Longhorn Const. Services, Inc
CONTRACTOR (Firm name)
 9208 Lona Lane
 Albuquerque, NM 87511
 ADDRESS

Santa Fe County
OWNER (Firm name)
 Santa Fe, NM 87501
 ADDRESS


 BY (Signature)
Sandra Donner
 (Typed name)


 BY (Signature)
SAMUEL D ROMERO
 (Typed name)

 BY (Signature)

 (Typed name)

5/16/2013
 DATE

5-15-13
 DATE

 DATE

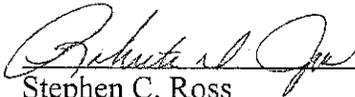
Approved as to form
 Santa Fe County Attorney
 By: 
 Date: May 20, 2013

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

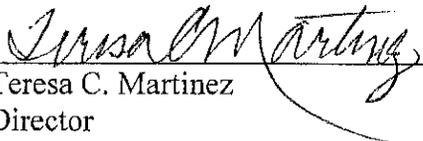
Approved as to form



Stephen C. Ross
Santa Fe County Attorney

Date: 5/22/13

Finance Department



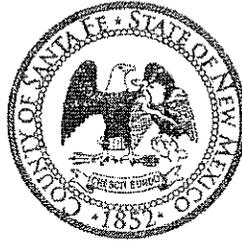
Teresa C. Martinez
Director

Date: 5/30/13

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: June 25, 2013

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Adam Leigland, Public Works Director *u 6/12/13*
Mark Hogan, Properties Facilities Director

Re: *Request Approval of Change Order #3 to Agreement #2013-0145-OS/PL with Meridian Contracting, Inc. for Construction Services for the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$278,905.00 for a total contract amount of \$ 1,622,409.86 exclusive of GRT.*

Issue and Background:

The Santa Fe County Projects, Facilities, Open Space & Trails Division received authorization from the Board of County Commissioners to enter into a contract with Meridian Contracting, Inc. for construction services for the Santa Fe River Greenway at San Isidro Park, which is County open space property located in the Agua Fria Village between County Road 62 and San Ysidro Crossing. Contract #2013-0145-OS/PL was executed with Meridian Contracting on October 18, 2012 in the amount of \$1,185,578.00 exclusive of GRT. The Santa Fe River restoration includes earthwork, removal of some existing structures, construction of rock walls, grade control structures, rock riffle rundowns, rock deflectors, rock vanes, catchment ponds and drainage, recreational trail, landscaping and re-vegetation.

Approved Change Order #1 was executed with Meridian Contracting in the amount of \$11,756.86, exclusive of GRT, to add additional services for traffic control on River's Edge Lane and revisions to drainage ponds to accommodate the City's sanitary sewer line easement.

Approved Change Order #2 was executed with Meridian Contracting in the amount of \$146,170.00, exclusive of GRT, for the removal, sorting, hauling and disposal of an estimated 1,000 tons of buried rubble and debris discovered during construction.

Change Order #3 in the amount of \$278,905.00, exclusive of GRT, provides for the removal of additional rubble and debris beyond the scope of CO #2, the construction of additional rock

walls, rip-rap, and rock deflectors deemed by the engineer necessary to properly complete the project.

The total contract amount incorporating Change Orders #1, 2, and 3 will be \$1,622,409.86 exclusive of GRT.

Action Requested:

Purchasing and Open Space & Trails Divisions request approval of Change Order #3 for additional services to Agreement #2011-0145-CSD/PL with Meridian Contracting, Inc. for the removal of additional rubble, the construction of additional rock walls, rip-rap, and rock deflectors in the amount of \$278,905.00 exclusive of GRT.

Change Order No. 3

Date of Issuance: _____ Effective Date: Upon Acceptance by Owner

Project: SF River Restoration CR 62 to San Ysidro Crossing	Owner: SANTA FE COUNTY	Owner's Contract No.: 2013-0145-OS/PL
Contract:		Date of Contract: 10/18/12
Contractor: Meridian Contracting		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

1. Increase Quantity of Bid Item #12 (Large Rocks) by 750 to 2,220.
2. Increase Quantity of Bid Item #14 (Rock Deflector), by 4 to 18.
3. Increase Quantity of Bid Item #11 (Tall Rock Wall) by 165 l.f. to 444 l.f.
4. Increase Quantity of Bid Item #10 (Short Rock Wall) by 40 l.f. to 309 l.f.
5. Increase Quantity of Bid Item #31 (Class "C" Riprap) by 80 c.y. to 530 c.y.
6. Increase Quantity of Bid Item #29 (Remove Existing Rock Structures) by 20 to 220.
7. Increase Quantity of Bid Item #17 (Flowable Fill) by 370 c.y. to 780 c.y.
8. Increase Quantity of CO #1(Rubble Removal) by 500 tons to 1,500 tons.

Attachments (list documents supporting change):
Work Change Directives 2 & 3

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: (Excluding GRT) \$ 1,185,578.00	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>150</u> Ready for final payment (days or date): <u>180</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$157,926.86	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial completion (days): <u>24</u> Ready for final payment (days): <u>24</u>
Contract Price prior to this Change Order: \$1,197,334.86	Contract Times prior to this Change Order: Substantial completion (days or date): <u>174</u> Ready for final payment (days or date): <u>204</u>
Increase of this Change Order: \$278,905.00 (+GRT)	Increase of this Change Order: Substantial completion (days or date): <u>20</u> Ready for final payment (days or date): <u>20</u>
Contract Price incorporating this Change Order: \$1,622,409.86	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>194</u> Ready for final payment (days or date): <u>224</u>

RECOMMENDED: By: <u>[Signature]</u> Project Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>5/31/13</u>	Date: _____	Date: <u>6/3/13</u>

Work Change Directive

No. 2

Date of Issuance: 4-8-13

Effective Date: 4-8-13

Project: SF River Restoration CR62 to San Ysidro Crossing Contract:	Owner: Santa Fe County	Owner's Contract No.: 2013-0145-OS/PL Date of Contract: 10/18/12
Contractor: Meridian Contracting		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
1	Increase Quantity of Bid Item #12 (Large Rocks) by 60 to 1530 for use in item #2, below.
2	Increase Quantity of Bid Item #14 (Rock Deflector), by 2 to 16; locate as directed by Engineer.
	Note: to be paid in accordance with Contract Unit Prices.

Attachments (list documents supporting change):

Purpose for Work Change Directive:

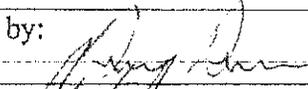
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$13,900.00 (increase)

Contract Time 5 (increase)
days

Recommended for Approval by: 	Date: 4/9/13
Authorized for Owner by: 	Date: 4/9/13
Received for Contractor by: 	Date: 4/10/13
Received by Funding Agency (if applicable): n/a	Date:

Work Change Directive

No. 3 rev.

Date of Issuance: 5-3-13

Effective Date: 5-6-13

Project: SF River Restoration CR62 to San Ysidro Crossing Contract:	Owner: Santa Fe County	Owner's Contract No.: 2013-0145-OS/PL Date of Contract: 10/18/12
Contractor: Meridian Contracting		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item	Description
1	Construct Add'l 165 l.f. of Tall Rock Wall (Bid Item #11); locate as directed.
2	Construct Add'l 40 l.f. of Short Rock Wall (Bid Item #10); locate as directed.
3	Construct 2 Add'l Rock Deflector (Bid Item #14); locate as directed.
4	Construct Add'l 80 c.y. Class "C" Riprap (Bid Item #31); locate as directed.

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

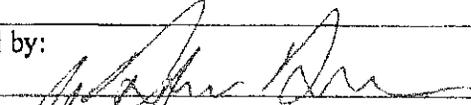
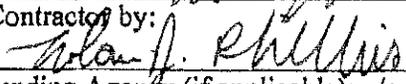
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

NOTE: To be paid based on existing contract unit prices of actual quantity installed.

Estimated change in Contract Price and Contract Times:

Contract Price \$125,000.00 (increase)

Contract Time 15 days (increase).

Recommended for Approval by:		Date	5/6/13
Authorized for Owner by:		Date	5/7/13
Received for Contractor by:		Date	5/7/13
Received by Funding Agency (if applicable): n/a		Date:	

