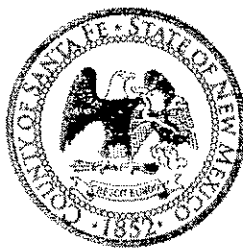


Henry P. Roybal
Commissioner, District 1

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: *November 30, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager*

VIA: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director
Pablo Sedillo, Director, Public Safety Director

ITEM AND ISSUE: *BCC Meeting December 13, 2016*

REQUEST APPROVAL OF ADDENDUM NO. 2017-0154-CORR/IC TO GSA CONTRACT GS-07F-0518N WITH BI TECHNOLOGIES, INC. TO PROVIDE ELECTRONIC MONITORING SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$468,000.00, EXCLUSIVE OF NM GRT AND GRANT SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO SIGN THE PURCHASE ORDER. (Bill Taylor, Purchasing Division)

SUMMARY:

The Santa Fe County Corrections Department has been under contract with BI Technologies, Inc for electronic monitoring services for the past 4 years. The Purchasing Division identified the same electronic monitoring services being offered by the General Services Administration (GSA) contract GS-07F-0518N. Pursuant to NMSA1978, 13-129 A.1 ... "a central purchasing office my contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposal at a price equal to or less than the contractor's current federal supply contract price (GSA)..."

The cost of these services was found to be less that the cost of the current County Agreement with BI Technologies; an approximate annual savings of \$64,000.00.

Addendum No. 2017-0154-CORR/BT mirrors the subject GSA contract inclusive of Santa Fe County terms and conditions and allows the County to renew the term of agreement annually, not to exceed a total of 4 years.

BACKGROUND:

Santa Fe County Corrections Department offers electronic monitoring services for those Santa Fe County residents who are court-ordered to be monitored electronically while on probation, prior to being adjudicate, or while nearing the end of a minor drug, alcohol, or misdemeanor sentence.

Participants may also include juveniles and first-time misdemeanor offenders. The program offers an alternative to incarceration and assists in alleviating over-population at the jail. There is also substantial savings and decreased liability when compared to housing offenders in a jail setting.

ACTION REQUESTED:

The Purchasing Division requests approval of Addendum No. 2017-0154-CORR/IC to GSA contract GS-07F-0518N with BI Technologies, Inc. to provide electronic monitoring services with a total contract amount of \$468,000 and grant signature authority to the County Manager to sign the purchase order.

ADDENDUM TO GSA AGREEMENT NO. GS-07F-0518N

THIS ADDENDUM to the GSA Agreement No. GS-07F-0518N is entered into on this _____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as the "County", a political subdivision of the State of New Mexico, and **BI Incorporated** hereinafter referred to as the "Contractor", whose principal address is 6400 Lookout Road, Suite 101, Boulder, CO 80301.

WHEREAS, pursuant to Section 13-1-129 NMSA 1978, the County wishes to utilize the federal supply contract (GSA) GS-07F-0518N for Electronic Monitoring services for the Santa Fe County Corrections Department; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and extend the price and terms and conditions of the GSA contract to the County and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

The following Articles are hereby added to the Agreement:

1. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed in accordance to the pricing sheet attached hereto as Attachment A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed **Four Hundred Twenty Thousand dollars (\$420,000.00)** per year *exclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Tino S. Alva, Santa Fe County Corrections Department**, or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, 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.

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.

2. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon the last date of signature by the parties (the Effective Date). The term of this Agreement is one year from the Effective Date, unless earlier terminated pursuant to Section 3 (Termination) or Section 4 (Appropriations and Authorizations). The County has the option to extend the term for three additional years. In no event shall the term of this Agreement exceed four years total.

3. 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. 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 state district courts of New Mexico, located in Santa Fe County.

16. 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.

17. 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 and the Medical Director provided by the Contractor, performance or non-performance of their obligations under this Agreement, including but not limited to the Contractor's or the Medical Director'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.

18. 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.

19. 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 Manager
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: BI Incorporated
6400 Lookout Road, Suite 101
Boulder, CO 80301-3377

20. 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 Arizona Secretary of State on Contractor's behalf.

C. The Medical Director provided by the Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

21. FACSIMILE SIGNATURES

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. 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 \$1,000,000.00 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. Santa Fe County shall be a named additional insured on the policy.

C. 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.

24. 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.

25. 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.

26. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

27. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,

The Contractor hereby irrevocably appoints, Corporate Creations Network, Inc., a New Mexico resident company located at 400 North Pennsylvania Ave. 600, Roswell, NM 88201, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

28. 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 Addendum to the GSA Agreement GS-07F-0518N as of the date first written above.

SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

Date _____

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date _____

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date _____

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date _____

CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)

**ATTACHMENT A
PRICE SHEET**

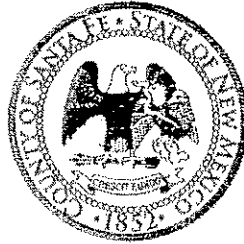
Technology	Per Day Rate Per Client for Monitoring and Rental*
HomeGuard 206	\$4.45
SL2	\$6.50
ExacuTrack One Active GPS (1.30.A30.ZX or 1.60.A0.NZ service level)	\$4.75
ExacuTrack One Passive GPS (3.720.A0.NZ)	\$4.45
TAD landline – Alcohol only	\$7.43
TAD landline – Alcohol and RF	\$8.19
TAD cellular – Alcohol only	\$9.18
TAD cellular – Alcohol and RF	\$9.94

*Includes 20% shelf allowance and unlimited lost and damaged allowance.

Henry P. Roybal
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: *November 30, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager*

VIA: *Katherine Miller, County Manager*
Jeff Trujillo, Director, Administrative Services Department

ITEM AND ISSUE: *BCC Meeting December 13, 2016:*

REQUEST APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. 2014-0002-LG/MS WITH DANIELS INSURANCE, INC. FOR AN INCREASED CONTRACT AMOUNT OF \$60,000.00 FOR A TOTAL CONTRACT SUM OF \$310,000.00 AND EXTEND THE CONTRACT FROM JANUARY 1, 2017 TO OCTOBER 1, 2017 FOR INSURANCE BROKER AND CONSULTING SERVICES AND GRANT SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO SIGN THE PURCHASE ORDER. (Bill Taylor, Purchasing Division)

SUMMARY:

The Purchasing Division requests approval of Amendment No. 5 to Agreement No. 2014-0002-LG/MS with Daniels Insurance, Inc. to provide insurance broker and consulting services for the remaining 4 year term at an additional cost of sixty thousand dollars (\$60,000).

Amendment No. 5 will complete the 4 year term of the Agreement and increases the total contact amount to \$310,000.00, which requires the Board of County Commissioner's approval.

BACKGROUND:

Santa Fe County requires insurance broker and consulting services. The Purchasing Division issued Request for Proposals (RFP) No. 2014-0002-LG/MS "Insurance Broker and Consulting Services" June 30, 2013. The original contract amount was \$95,000 for the first year of services. Amendment No. 1 was approved on October 1, 2014 which extended the term of the agreement an additional year and increased compensation by an additional \$95,000. Amendment No. 2 extended the agreement for one (1) month without any increase to the compensation of the agreement to discuss contract terms. Amendment No. 3 extended the term of the agreement for one (1) additional year from November 2015 to October 2016 and increased the total contract amount an additional

\$60,000.00 making the total contract amount \$250,000. Amendment No. 4 extended the term of the agreement from October to December 31, 2016 with no increase to the compensation.

Amendment No. 5 will extend the term of the Agreement from January 1, 2017 to October 1, 2017 and increases the compensation an additional \$60,000 for a total contract sum of \$310,000.00.

ACTION REQUESTED:

The Purchasing Division requests approval of Amendment No. 5 to Agreement No. 2014-0002-LG/MS with Daniels Insurance, Inc. to extend the term of the agreement from January 1, 2017 to October 1 2017 and increase the compensation an additional \$60,000.00. The Purchasing Division also requests signature authority for the County Manager to execute the purchase order.

**SANTA FE COUNTY
AMENDMENT NO. 5
TO THE AGREEMENT WITH DANIELS INSURANCE, INC. FOR
INSURANCE BROKER AND CONSULTING SERVICES**

This Amendment is made and entered into as of this ____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **Daniels Insurance, Inc.** hereafter referred to as the "Contractor."

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals (RFP No. 2014-0002-LG/MS) for the provision of professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS on October 1, 2013 to provide Insurance Broker and Consulting Services; and

WHEREAS, Agreement No. 2014-0002-LG/MS had a term of one year with an option to extend the term for three years in one-year increments not to exceed a total of four years; and

WHEREAS, Amendment No. 1 extended the term of the original Agreement from October 1, 2014 to October 1, 2015 and amended the Contractor's Scope of Work to include specific additional deliverables and increased the compensation payable to the Contractor by \$95,000; and

WHEREAS, Amendment No. 2 extended the term of the Agreement for 31 days or one month from October 1, 2015 to November 1, 2015 to provide additional time for the County and Contractor to discuss and agree on the terms and conditions of a one-year extension; and

WHEREAS, Amendment No. 3 both parties extended the term of the Agreement for one year commencing October 1, 2015 and terminating October 1, 2016 and increased the Contractor's compensation by an amount not to exceed \$60,000; and

WHEREAS, Amendment No. 4 extended the term of the Agreement for an additional three months from October 1, 2016 to December 31, 2016; and

WHEREAS, Amendment No. 5 both parties wish to extend the term of the Agreement from January 1, 2017 to October 1, 2017 and increase the Contractor's compensation by an amount not to exceed \$60,000; and

WHEREAS, Article 15 (No Oral Modifications; Written Amendments Required) of Agreement No. 2014-0002-LG/MS allows the parties to amend the Agreement by an instrument in writing executed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree to amend Agreement No. 2014-0002-LG/MS as follows:

1. Article 2 (Compensation, Invoicing, and Set-Off) is amended by adding the following as subparagraph (c):

c. By Amendment No. 5 the total amount payable to the Contractor for the term of January 1, 2017 to October 1, 2017, inclusive of NM gross receipts tax, shall not exceed Sixty Thousand Dollars (\$60,000). The total amount payable to the Contractor under this Agreement shall not exceed Three Hundred Ten Thousand Dollars (\$310,000.00), inclusive of NM gross receipts tax.

2. Article 3 (Effective Date and Term) is amended by adding the following as subparagraph "E":

E. By Amendment No. 5, the parties agree to extend the term of this Agreement from January 1, 2017 to October 1, 2017.

3. All other provisions of Agreement No. 2014-0002-LG/MS not specifically amended or modified by Amendment Nos. 1, 2, 3, 4 and this Amendment No. 5 shall remain in full force and effect.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Board of County Commissioners

ATTEST:

Geraldine Salazar
County Clerk

Approved as to form

Gregory S. Shaffer
Santa Fe County Attorney

12-1-14

Date

Finance Department

Don D. Moya
Interim Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)



**SANTA FE COUNTY
AMENDMENT NO. 4
TO THE AGREEMENT WITH DANIELS INSURANCE, INC. FOR
INSURANCE BROKER AND CONSULTING SERVICES**

This Amendment is made and entered into as of this 29th day of September, 2016 by and between Santa Fe County, hereinafter referred to as the "County", a New Mexico political subdivision, and Daniels Insurance, Inc. hereafter referred to as the "Contractor."

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals (RFP No. 2014-0002-LG/MS) for the provision of professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS (the Agreement) on October 1, 2013 to provide insurance broker and consulting services; and

WHEREAS, the Agreement had a term of one year with an option to extend the term for three years in one-year increments not to exceed a total of four years; and

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

WHEREAS, by Amendment No. 1 the term of the term Agreement was extended from October 1, 2014 to October 1, 2015 and amended the Contractor's Scope of Work to include specific additional deliverables and increased the compensation payable to the Contractor by \$95,000; and

WHEREAS, by Amendment No. 2 the term of the Agreement was extended for 31 days or one month from October 1, 2015 to November 1, 2015 to provide additional time for the County and Contractor to discuss and agree on the terms and conditions of a one-year extension; and

WHEREAS, by Amendment No. 3 the term of the Agreement was extended for 11 months from November 1, 2015 to October 1, 2016, and the Contractor's compensation was increased by \$60,000; and

WHEREAS, by this Amendment No. 4, the parties wish to extend the term of the Agreement for three months from October 1, 2016 to December 31, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree to amend Agreement No. 2014-0002-LG/MS as follows:

1. Article 3 (Effective Date and Term) is amended by adding the following as subparagraph "D":

D. By Amendment No. 4, the parties agree to extend the term of this Agreement from October 1, 2016 to December 31, 2016.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4 shall remain in full force and effect.

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

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

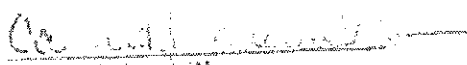
9.23.16
Date

Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney


9-23-16
Date

Finance Department


Carole H. Jaramillo
Finance Director


9/23/16
Date

CONTRACTOR:


(Signature)

9/23/16
Date


(Print Name)


(Print Title)

**SANTA FE COUNTY
AMENDMENT NO. 3
TO THE AGREEMENT WITH DANIELS INSURANCE, INC. FOR
INSURANCE BROKER AND CONSULTING SERVICES**

This Amendment is made and entered into as of this 27 day of October, 2015 by and between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **Daniels Insurance, Inc.** hereafter referred to as the "Contractor."

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals (RFP No. 2014-0002-LG/MS) for the provision of professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS on October 1, 2013 to provide Insurance Broker and Consulting Services; and

WHEREAS, Agreement No. 2014-0002-LG/MS had a term of one year with an option to extend the term for three years in one-year increments not to exceed a total of four years; and

WHEREAS, Amendment No. 1 extended the term of the original Agreement from October 1, 2014 to October 1, 2015 and amended the Contractor's Scope of Work to include specific additional deliverables and increased the compensation payable to the Contractor by \$95,000; Amendment No. 2 extended the term of the Agreement for 31 days or one month from October 1, 2015 to November 1, 2015 to provide additional time for the County and Contractor to discuss and agree on the terms and conditions of a one-year extension; and

WHEREAS, both parties wish to extend the term of the Agreement for one year commencing October 1, 2015 and terminating October 1, 2016 and increase the Contractor's compensation by an amount not to exceed \$60,000; and

WHEREAS, Article 15 (No Oral Modifications; Written Amendments Required) of Agreement No. 2014-0002-LG/MS allows the parties to amend the Agreement by an instrument in writing executed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree to amend Agreement No. 2014-0002-LG/MS as follows:

1. Article 2 (Compensation, Invoicing, and Set-Off) is amended by adding the following as subparagraph (b):

- (b) By Amendment No. 3 the total amount payable to the Contractor for the term of November 1, 2015 to October 1, 2016, inclusive of NM gross receipts tax, shall not exceed Sixty Thousand Dollars (\$60,000.00). The total amount payable to the Contractor under this Agreement shall not exceed Two

Hundred Fifty Thousand Dollars (\$250,000.00), inclusive of NM gross receipts tax.


2. Article 3 (Effective Date and Term) is amended by adding the following as subparagraph "C":

C. By Amendment No. 3, the parties agree to extend the term of this Agreement from November 1, 2015 to October 1, 2016.

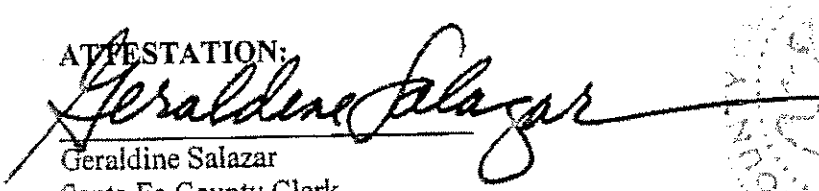
3. All other provisions of Agreement No. 2014-0002-LG/MS not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

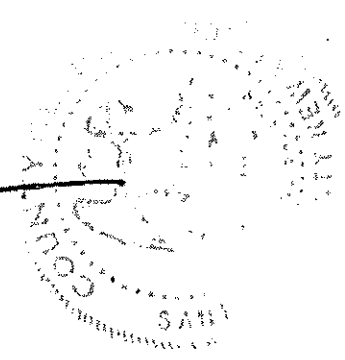
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY

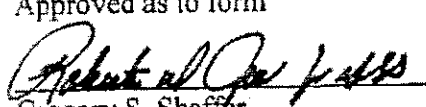

Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk




Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

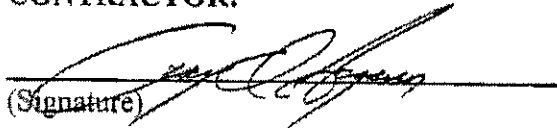
10-21-15
Date

Finance Department

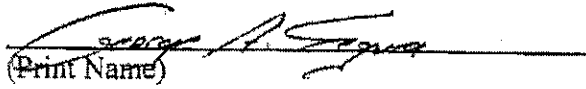

Carole H. Jaramillo
Finance Director

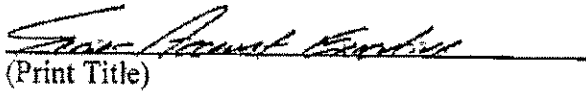
10/26/15
Date

CONTRACTOR:


(Signature)

10.26.15
Date


(Print Name)


(Print Title)



**SANTA FE COUNTY
AMENDMENT NO. 2
TO THE AGREEMENT WITH DANIELS INSURANCE FOR
INSURANCE BROKER AND CONSULTING SERVICES**

This Amendment is made and entered into as of this 30th day of September, 2015 by and between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **Daniels Insurance, Inc.** hereafter referred to as the "Contractor".

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals Request for Proposal No. 2014-0002-LG/MS for the provision of professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS (the Agreement) on October 1, 2013 to provide for Contractor's provision of Insurance Broker and Consulting Services; and

WHEREAS, the Agreement provides for a term of one year with the option to extend the term in one-year increments not to exceed a term of four years total; and

WHEREAS, Amendment No. 1 extended the term of the Agreement from October 1, 2014 to October 1, 2015, amended the Contractor's Scope of Work to include specific additional deliverables, and increased the compensation payable to the Contractor by \$95,000 for the extended term; and

WHEREAS, the term of the Agreement will expire October 1, 2015, and the County wishes to extend the term of the Agreement for 31 days or one month until the County and Contractor reach mutual agreement on the compensation to be paid for a term extension of one year; and

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

WHEREAS, both parties wish to extend the term of the Agreement from October 1, 2015 to November 1, 2015 until mutual agreement is reached on the amount of compensation to be paid to the Contractor for the third year of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows.

1. Article 3. "EFFECTIVE DATE AND TERM" a new subparagraph B. is inserted to read as follows:

B. By Amendment No. 2, the County notifies Contractor and exercised the County's option to extend the term of Agreement No. 2014-0002-

LG/MS for an additional 31 days or a one month period from October 1,
2015 to November 1, 2015 to reach mutual agreement on the
compensation payable to the Contractor for a one-year term extension.

2. All other provisions of Agreement No. 2014-0002-LG/MS not specifically amended or
modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

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

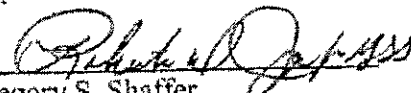
SANTA FE COUNTY:



for Katherine Miller
Santa Fe County Manager

9/30/15
Date

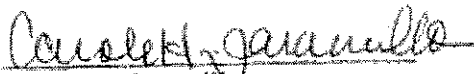
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

9/29/15
Date

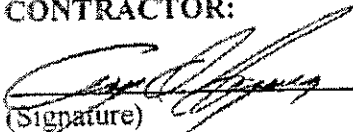
Finance Department:



Carole H. Jaramilla
Finance Director

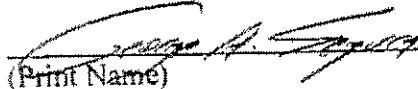
9/30/15
Date

CONTRACTOR:

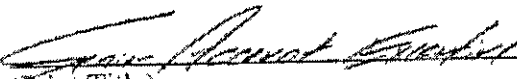


(Signature)

9.28.15
Date



(Print Name)



(Print Title)

**AMENDMENT NO. 1
TO THE AGREEMENT WITH DANIELS INSURANCE, INC. FOR
INSURANCE BROKER AND CONSULTING SERVICES**

This Amendment is made and entered into as of this 1st day of October, 2014 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Daniels Insurance, Inc.** hereafter referred to as "the Contractor".

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals Request for Proposal No. 2014-0002-LG/MS for the provision of the professional services; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0002-LG/MS on October 1, 2013 for a term of one (1) year and compensation of \$95,000 for the Contractor to provide Insurance Broker services; and

WHEREAS, Agreement 2014-0002-LG/MS has a term of (1) year with an option to extend the term in one (1) year increments. The term of the Agreement is due to expire October 1, 2014 and the County wishes to extend the term for one (1) year; and

WHEREAS, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2014-0002-LG/MS allows parties to amend the Agreement by an instrument in writing executed by both parties; and

WHEREAS, both parties wish to extend the term of the Agreement from October 1, 2014 to October 1, 2015; amend the Contractor's Scope of Work to include specific deliverables as described herein; and to increase the Contractor's compensation by \$95,000 for the extended term. With this Amendment No. 1, the total contract sum for Agreement 2014-0002-LG/MS shall not exceed \$190,000.00, inclusive of NM grt; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows.

1. Article 1. "SCOPE OF WORK" of Agreement 2014-0002-LG/MS is amended by adding the following as subparagraph "G":

G. Fees and Charges for Deliverables

Contractor shall invoice the County for fees or charges associated with any deliverables associated with the insurance broker services and work required and described in this Agreement. Deliverables include without limitation malpractice insurance, insurance premiums, claims, deductibles and any other services associated with the scope of services required in this Agreement.

2. Article 2. "COMPENSATION, INVOICING, AND SET-OFF" is amended by adding the following as subparagraph "(a)":

(a) By Amendment No. 1 to this Agreement, the Contractor's compensation is increased by Ninety Five Thousand Dollars and No Cents (\$95,000.00) for the term of October 1, 2014 to October 1, 2015. The specific monthly payments to the Contractor are as indicated on Exhibit A attached hereto and incorporated by reference.

The total amount payable to the Contractor under this Agreement as amended shall not exceed One Hundred Ninety Thousand Dollars (\$190,000.00), inclusive of NM grt.

3. Article 3 "EFFECTIVE DATE AND TERM" is amended by adding the following as subparagraph "A":

A. By Amendment No. 1, the County notifies the Contractor and exercised the County's first option to extend the term of Agreement No. 2014-0002-LG/MS for one (1) year from October 1, 2014 to October 1, 2015.

4. All other provisions of Agreement No. 2014-0002-LG/MS not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
Santa Fe County Manager

10-1-14
Date

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

10-1-14
Date

FINANCE DEPARTMENT:

Lorena C. Martinez
Lorena C. Martinez
Santa Fe County Finance Director

10-1-14
Date

Exhibit A

To Contract# 2014-0002-LG/MS

Amount to Pay Monthly	Amount to Pay for 12 Months	Account Number
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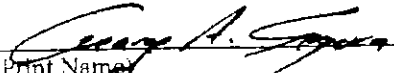
\$ 1,166.06	\$ 13,992.72	101-1517-412-7501
\$ 158.03	\$ 1,896.36	101-0489-461-7501
\$ 15.03	\$ 180.36	101-0605-443-7501
\$ 1,167.03	\$ 14,004.36	101-0702-415-7501
\$ 266.03	\$ 3,192.36	204-1611-451-7501
\$ 13.03	\$ 156.36	223-0420-451-7501
\$ 13.03	\$ 156.36	232-0421-461-7501
\$ 10.03	\$ 120.36	232-0474-461-7501
\$ 30.03	\$ 360.36	241-0404-464-7501
\$ 1,592.03	\$ 19,104.36	244-0801-421-7501
\$ 115.03	\$ 1,380.36	245-2101-461-7501
\$ 1,550.03	\$ 18,600.36	246-1201-424-7501
\$ 50.03	\$ 600.36	247-1801-426-7501
\$ 1,266.03	\$ 15,192.36	247-1860-426-7501
\$ 29.85	\$ 358.20	247-1862-426-7501
\$ 58.03	\$ 696.36	247-1863-426-7501
\$ 9.03	\$ 108.36	247-1865-426-7501
\$ 236.21	\$ 2,834.52	247-1870-426-7501
\$ 69.03	\$ 828.36	505-1410-444-7501
\$ 27.03	\$ 324.36	505-1420-445-7501
\$ 76.03	\$ 912.36	517-1930-471-7501
\$ 7,916.66	\$ 94,999.92	

Total

CONTRACTOR:


(Signature)

9.22.17
Date


(Print Name)


(Print Title)

FEDERAL IDENTIFICATION NO. 85-0092484

**PROFESSIONAL SERVICES AGREEMENT
WITH DANIELS INSURANCE, INC.
FOR INSURANCE BROKER AND CONSULTING SERVICES**

THIS AGREEMENT is made and entered into on this 1st day of October, 2013, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **DANIELS INSURANCE, INC.** (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County requires the services of a qualified licensed insurance firm to provide Insurance Broker and Consulting Services for the County's insurances; and

WHEREAS, pursuant to Section 13-1-112 and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals (RFP) #2014-0002-LG/MS, for the provision of the Professional Services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified Offeror, the County has determined Contractor as the most responsive and highest rated Offeror; and

WHEREAS, the County requires these services and the Contractor is qualified and 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

The Contractor shall provide full-service Insurance Broker Services to obtain and maintain a competitive public liability insurance program for the County that includes comprehensive public liability insurance and other insurance coverage described herein. The Contractor shall provide the Insurance Broker and Consulting Services that include, but not limited, to the following:

A. Insurance Broker Services

1. Provide access to the worldwide insurance marketplace.
2. Represent the County and not any insurance company.
3. Negotiate on behalf of County with insurance companies and keep County informed of significant developments.
4. Monitor published financial information of County's current insurers and alert County when their status falls below the Contractor's minimum guidelines and/or security committee clearance.

5. Shall not place or broker any business for the County with an insurance carrier that does not have an AM Besting A+ rating. Each carrier's A.M. Best rating will be provided with quotes to the County Risk Manager.
6. Solicit quotes from carriers in New Mexico as well as other national carriers for all insurance coverages.
7. Follow up with insurance carriers for timely issuance of policies and endorsements.
8. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
9. Provide coverage summaries for all new coverages and updates on changes to existing coverage.
10. Review all excess insurance policy documents and secure any necessary corrections on County's behalf.

B. Master County Coverage Document Maintenance and Consulting Services

1. Maintain and provide triplicate copies of all coverage forms.
2. Assist County staff with interpreting coverage document terms and conditions.
3. Maintain, issue, and provide County endorsements as appropriate.
4. Maintain coverage applications and maintain and provide County exposure summaries.
5. Review program coverage in force and make recommendations to County for improvements.
6. Review County competitors' coverage and strategies for needed improvements to County's program.
7. Manuscript needed endorsements as directed by County staff.

C. Underwriting Consulting Services

1. Assist in underwriting renewals with input from County staff in an effort to meet funding target as established by County.
2. Recommend deductibles and/or self-insured retentions as appropriate and as directed by County.

D. County Insurance Coverage Consulting

1. Annually, Contractor will develop a work plan in conjunction with County Staff for each service year.
2. Prepare a written report on each quarter's work which details activities performed under this agreement.

E. Advise County on Risk Program Design and Maintenance of the following coverages:

AD&D
Auto
Bonds
Boiler and Machine Insurance
Builder's Risk
Crime
Electronic Data Processing (EDP)
Employment Practices
Environmental
Equipment
General
Law Enforcement
Medical Malpractice (Facility and Mobile Unit)
Pollution
Property
Public Officials Liability
Tenants Users Liability Insurance Policy (TULIP)
Umbrella
Volunteer Firefighter Insurance (VFIS)
Worker's Compensation Insurance

F. Risk Services

1. Conduct risk assessments undertaken at the direction of the Risk Management Director, which may involve analysis of current risks, new agencies, programs, changes to Self Insured Retentions (SIR), deductibles, and other similar risk analysis projects.
2. Assistance with data compilations and interpretations.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed for an annual rate of **Ninety Five Thousand Dollars and No Cents (\$95,000.00)**, inclusive of GRT.

2) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. County will notify Contractor if and when County as paid Contractor the full not-to-exceed amount stated above prior to the expiration of the term of this Agreement. Absent an approved amendment to the contract amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for deliverables and services performed.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, 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 the 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 and withhold unacceptable or disputed amounts. 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.

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 one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years in one (1) year increments, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial 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 no 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. 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 requirements 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 are deliverables belonging to Santa Fe County. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own 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 the state district court 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: Daniels Insurance, Inc.
805 St. Michaels Drive
Santa Fe, New Mexico 87505

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a Corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. 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.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. It will maintain throughout the life of this Agreement, its registration and licensure with the State of New Mexico.

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. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. The Contractor will also have an Employee Dishonesty endorsement with their General Liability. 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.

E. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance

with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

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

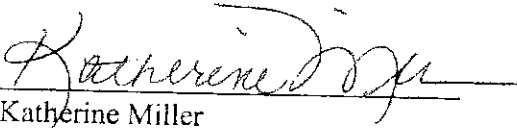
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

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.

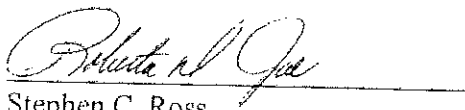
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

9.27.13
Date

Approved as to Form:


Stephen C. Ross
Santa Fe County Attorney

Sept. 5, 2013
Date

Finance Department Approval:

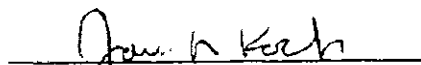


Teresa Martinez
Santa Fe County Finance Director

9/22/13

Date

CONTRACTOR:



Signature

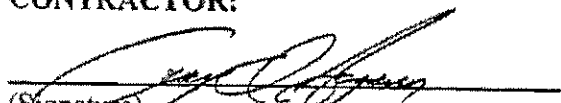
Date

President

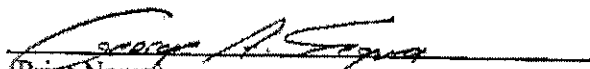
Title

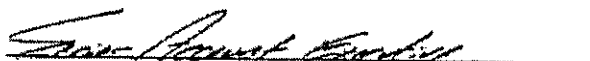
Federal Identification: 85-0092484

CONTRACTOR:


(Signature)

10.26.14
Date


(Print Name)

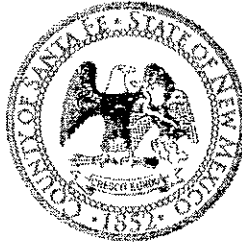

(Print Title)



Henry P. Roybal
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: December 1, 2016

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager, CPO

VIA: Katherine Miller, County Manager
Jeffery Trujillo, ASD Director
Michael Kelley, Public Works Department Director

ITEM AND ISSUE: BCC Meeting December 13, 2016

APPROVAL OF ENGINEERING AGREEMENT NO. 2017-0150-PW/MM BETWEEN SANTA FE COUNTY AND LORIS & ASSOCIATES, INC. IN THE AMOUNT OF \$358,136.00, EXCLUSIVE OF NM GRT TO COMPLETE THE DESIGN OF THE ARROYO HONDO TRAIL, AUTHORIZING THE COUNTY MANAGER TO SIGN AND EXECUTE THE PURCHASE ORDER. (Bill Taylor, Purchasing Division)

ISSUE:

Santa Fe County executed contract No. 2013-0210-OS/PL in November 2012 with Loris and Associates, Inc. to provide engineering services for the design and construction of the Arroyo Hondo Trail. The original contract expired on November 27, 2016 and the County requires the Engineer to complete the design services originally contracted. Public Works submitted a sole source request to the Purchasing Division on November 10, 2016 requesting a sole source determination in order to procure the design services as a new procurement method for a new 4 year contract/agreement.

Original Contract	\$569,996.00
Fee increase	\$ 16,045.23
Total	\$586,041.23
Expenditures as of November 27, 2016	\$227,905.23
New Contract Amount	\$358,136.00

A sole source determination was made by the County Purchasing Division and posted on the County website on November 15, 2016 pursuant to NMSA 1978, 13-1-126, of the State Procurement Code.

All design work has been halted as of the termination date of November 27, 2016.

BACKGROUND:

The Santa Fe County Sustainable Growth Management Plan and the Santa Fe Metropolitan Bicycle Master Plan call for a trail along the Arroyo Hondo to connect the N.M. Rail Runner Station at N.M. 599 to the Santa Fe Community College and to neighboring subdivisions, schools and businesses as part of a Countywide trail network. The trail is located within the Santa Fe Community College District and is identified as a District Trail in the Community College District Plan. The primary segment of the trail runs parallel to Rancho Viejo Blvd. and Avenida del Sur; these roads do not have bike lanes. The Arroyo Hondo trail will provide multi-modal transportation as well as recreational opportunities.

The original EJCDC Agreement was executed between Santa Fe County & Loris and Associates in November 2012. The following deliverables were included in that Agreement:

- I. *Engineering Services for the Arroyo Hondo Trail including 1) Preliminary Design Phase including final wayfinding plan, drainage study, ROW easement legal descriptions and exhibits, 60% review meetings and public meeting, 2) Final Design Phase including environmental permitting, 3) Bidding and Negotiating Phase, 4) Construction Phase engineering services and contract administration.*

The County issued the notice to proceed on January 3, 2013. Loris and Associates completed the conceptual alignment in August of 2013. In October 2013 Santa Fe County and Loris and Associates began meeting with landowners and stakeholders to review the proposed trail alignment. In June 2014 the design was put on hold pending negotiations between Santa Fe County and Rancho Viejo (who owns the majority of the land where the proposed trail is located) regarding ROW /easements for the Arroyo Hondo Trail, NE/SE Connector, and the TL6S water line. Warren Thompson of Rancho Viejo gave the County permission to proceed with the design of the trail 14 months later on August 18, 2015. Once the County had approval from Rancho Viejo, the County began obtaining ROE from the rest of the landowners along the trail alignment. The County was able to obtain ROE from the enough of the landowners by February of 2016, to proceed with the design. The design was on hold at the direction of the County for 1 year 8 months.

Santa Fe County issued the Notice to Proceed to restart the design on February 11, 2016. Loris and Associates submitted the 30% design on July 1, 2016. Santa Fe County approved to proceed with the 60% design on July 11, 2016.

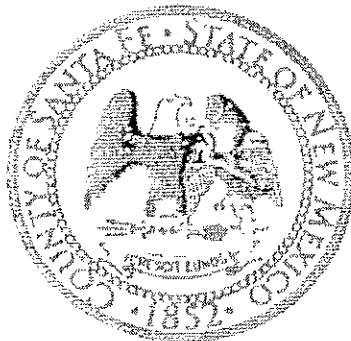
ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting BCC approval of Agreement No. 2017-0150-PW/MM between Santa Fe County and Loris and Associates, Inc. in the amount of \$358,136.00, exclusive of NM GRT to complete the design and construction phase services for the Arroyo Hondo Trail and request signature authority be granted for the County Manager to execute the purchase order.

**AGREEMENT BETWEEN SANTA FE COUNTY AND
ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

PROJECT Arroyo Hondo Trail Design, Construction Documents and provide Bidding and Construction Phase Services
Contract No. 2017-0150-PW/MM

PROJECT LOCATION Santa Fe Community College District



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts**

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "(County)", a New Mexico political subdivision, and _____ (a corporation, professional corporation, or limited liability company licensed to do business in the State of New Mexico), hereinafter referred to as the "Engineer".

Hereinafter "County":

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200
Fax: 505-985-2740

Hereinafter "Engineer":

Peter J. Loris, President
Loris & Associates
818 W. South Boulder Road
Louisville, Colorado 80027
Telephone: 1-303-444-2073
Fax: 505-837-6595

**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION SFC and Engineer Agreement Part A of Two Parts
PART B TO THIS AGREEMENT IS PART OF AND INSEPARABLE FROM THIS AGREEMENT**

RECITALS

WHEREAS, the County needs the services of a professional licensed engineer to complete the design and prepare construction drawings for the four separate phases of Arroyo Hondo; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978 and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request of Proposal (RFP) No.2012-0210-OS/PL; and

WHEREAS, the County requires the service of a professional licensed engineer to complete the design, construction phase services for Arroyo Hondo and to continue to provide design, bidding and construction phase services for the Arroyo Hondo; and

WHEREAS, in accordance with Section 13-1-126 NMSA 1978, of the New Mexico Procurement Code, the County Purchasing Agent issued a sole source determination for this agreement with the Engineer; and

WHEREAS, the County requires the services of the Engineer, and the Engineer 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 in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The proposed Arroyo Hondo Trail Network is located within the Santa Fe Community College District and identified as a District Trail in the Community College District Plan. The trail network will link trails within neighboring subdivisions to the Santa Fe Community College, the New Mexico Rail Runner NM 599 Station and to other public trails including the Spur Trail and the Santa Fe Rail Trail. The County intends to create a network of sustainably designed, non-motorized, multi-purpose trails that will accommodate pedestrians, equestrians, and bicyclists and maintain the rural character of the surrounding area.

Santa Fe County staff has prepared a conceptual trail layout. The conceptual layout shows approximately 6 miles of trail. The County is requesting that the engineer take a comprehensive look at the proposed trail network and connections to Turquoise Trail, La Pradera, Rancho Viejo, Vista Ocaso, Oshara Village, and other neighboring subdivisions, the Santa Fe Community College, New Mexico Rail Runner NM 599 Station, Amy Biehl Community School, local churches, the Spur Trail and the planned NM Central Trail.

The primary trail will be a multi-use, ADA accessible, paved or other suitable surface, 10 ft. wide trail that meets AASHTO standards. The County would like to explore options to provide separate natural surface pedestrian and equestrian trails in addition to the primary multi-use trail. The contractor will be required to assist the County in determining the

appropriate trail type for the intended use of each section of the network. The proposed trail runs through designated open space along the Arroyo Hondo. The design must be context sensitive and every effort should be made to minimize the foot print of the trail and to limit ground disturbance during construction. The County expects that the trail will have to be built in at least four (4) phases based on anticipated availability of funding. The contractor will be required to provide separate, complete construction documents and construction phase services for each phase.

Santa Fe County executed a contract with Loris and Associates, Inc. on November 28, 2012 to provide engineering services for the design and construction of the Arroyo Hondo Trail. The County issued notice to proceed on January 3, 2013. Loris and Associates completed the conceptual alignment in August of 2013. In October 2013 Santa Fe County and Loris and Associates began meeting with landowners and stakeholders to review the proposed trail alignment. In June 2014 the design was put on hold pending negotiations between Santa Fe County and Rancho Viejo (who owns the majority of the land where the proposed trail is located) regarding ROW /easements for the Arroyo Hondo Trail, NE/SE Connector, and the TL6S water line. Warren Thompson of Rancho Viejo gave the County permission to proceed with the design of the trail 14 months later on August 18, 2015. Once the County had approval from Rancho Viejo, the County began obtaining ROE from the rest of the landowners along the trail alignment. The County was able to obtain ROE from the enough of the landowners by February of 2016, to proceed with the design. The design was on hold at the direction of the County for 1 year 8 months.

Santa Fe County gave Loris and Associates notice to restart the design on February 11, 2016. Loris and Associates submitted the 30% design on July 1, 2016. Santa Fe County gave approval to proceed with the 60% design on July 11, 2016. The 60% design will be complete by November 2016. The contract does not have a specified expiration date, however the 4 year contract period expires November 27, 2016. Santa Fe County requires the services of Loris and Associates to complete the Final Design, Bidding and Negotiating and Construction Phase Services on the contract.

2. SCOPE OF WORK

This project includes engineering design and related services to include:

Basic Design Services & Deliverables

1. Complete 60% Design
2. Final Design with Environmental Permitting
3. Bidding and Negotiation Phase
4. Construction Administration
5. 11 Month Warranty Phase

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

- 1) County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Compensation and Schedule.
- 2) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax shall not exceed **Three Hundred Fifty Eight Thousand, One Hundred Thirty Six Dollars and No Cents (\$358,136.00)**, exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

B. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, 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 Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County 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.

C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer 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 the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

- 1) The Engineer shall consult with the County to define and clarify the requirements for the Project.
- 2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
- 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
- 4) Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design, Study and Report Phase

- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within thirty (30) days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved Scope of Work the Engineer as applicable shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

Upon approval of Preliminary Design Phase documents by the County, the Engineer shall:

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.
- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or offerors.

- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

- 1) Participate in a pre-construction conference.
- 2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer shall submit to the County recommendations to regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any construction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
- 2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County within seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

5. REIMBURSABLES

- A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A Compensation and Schedule.
- B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

- A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.
- B. Additional Services may include but are not limited to the following.
 - 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
 - 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
 - 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
 - 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
 - 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
 - 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
 - 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
 - 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

Exhibit A	Compensation and Schedule
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

8. ATTACHMENTS LIST

Attachment 1
Attachment 2
Attachment 3
Attachment 4

SIGNATURE PAGE

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

SANTA FE COUNTY:

ENGINEER:

Katherine Miller
Santa Fe County Manager

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Gregory S. Shaffer
Santa Fe County Attorney

Finance Department Approval

Don D. Moya
Santa Fe County Interim Finance Director

Arroyo Honda Trail-LORIS SOW & Fee Estimate-2016-11-22.xls

Detailed Summary

Item #	Task Name	1. Conceptual Design	2. Preliminary Design	3. Final Design	4. Bidding	5. Construction	TOTAL	MARK %	MARK \$	MARK %	MARK \$
1	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
2	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
3	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
4	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
5	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
6	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
7	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
8	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
9	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
10	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
11	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
12	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
13	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
14	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
15	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
16	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
17	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
18	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
19	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
20	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
21	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
22	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
23	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
24	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
25	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
26	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
27	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
28	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
29	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
30	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
31	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
32	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
33	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
34	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
35	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
36	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
37	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
38	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
39	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
40	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
41	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
42	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
43	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
44	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
45	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
46	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
47	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
48	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
49	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
50	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
51	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
52	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
53	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
54	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
55	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
56	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
57	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
58	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
59	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
60	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
61	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
62	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
63	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
64	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
65	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
66	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
67	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
68	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
69	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
70	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
71	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
72	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
73	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
74	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
75	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
76	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
77	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
78	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
79	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
80	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
81	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
82	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
83	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
84	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
85	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
86	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
87	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
88	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
89	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
90	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
91	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
92	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
93	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
94	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
95	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
96	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
97	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
98	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
99	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00
100	Site Visit	1	1	1	1	1	5	10.00	10.00	10.00	10.00

OK

OK

OK

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OK

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OK

OK

1. Services indicated "BIC" are Not to be performed and are excluded from the work. This work is to be performed by the contractor or subcontractor at their own risk.
2. These items are not to be performed by the contractor or subcontractor at their own risk. This work is to be performed by the contractor or subcontractor at their own risk.
3. Startup costs will be incurred if a project is stopped and restarted after more than three months for reasons beyond LORIS' control.
4. Working in addition to those indicated in this scope of work will be billed at an additional expense.
5. Design review comments shall be received by LORIS as one set of assembled comments and discrepancies resolved by the client prior to submitting to LORIS. Additional fees will be assessed for LORIS to review or correct on numerous assumptions that can't be corrected by LORIS. Assumptions are selected.
6. THIS FEE FOR LORIS TO REVIEW OR CORRECT ON NUMEROUS ASSUMPTIONS THAT CAN'T BE CORRECTED BY LORIS. ASSUMPTIONS ARE SELECTED.

OK

[illegible]

...the ...

TASK #	TASK NAME	TASK DETAIL	TASK ID	Phase	Cell ID	Req. Number	Designer	Amount	ALST FLOWING Subject	ALST FLOWING Expense	ALST FLOWING OUT	BASE (4000) Item	MAA	Sub-Task	MAA	MAA	Deviation Other	EMIS	ADDITIONAL Project Solder	TOTAL Solder
1	Preassembly Design Review																			
	CONCURRENCE		2402																	
	Aspects		2403																	
	Office Review Meeting		2404																	
2	Preassembly Design Review	CONCURRENCE, Review with SAC																		

[illegible]

Attavio Honda: Trail-LORIS SOV & Fog Estimate-2016-11-22.xls

[illegible]

[illegible]

[illegible]



EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ Pay Request Statement No. _____
 Date: _____ Work Order No.: _____
 SFC Construction Contract No.: _____ Project Name: _____

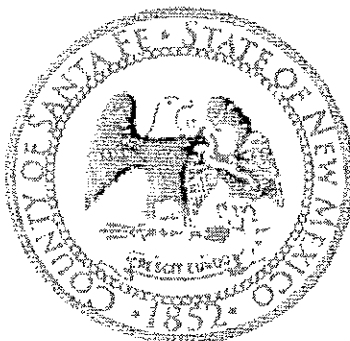
Item Description	Contract	Percentage	Compensation	Reimbursables	Additional Services
	Amount	Amount	Amount	Amount	Amount
Study and Report Phase	\$	%	\$	\$	\$
Preliminary Design Phase	\$	%	\$	\$	\$
Study and Report Phase		%	\$	\$	\$
Final Design Phase	\$	%	\$	\$	\$
Bidding and Negotiation Phase	\$	%	\$	\$	\$
Project Closeout and 11 Month Warranty Inspection	\$	%	\$	\$	\$
Subtotal	\$	%	\$	\$	\$
CONTRACT CHANGES					
REIMBURSABLE (if Allowed)*					
Type of Services	\$	%	\$	\$	\$
Type of Services	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Subtotal	\$	%	\$	\$	\$
ADDITIONAL SERVICES (if Allowed)**					
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%			\$
Subtotal	\$	%	\$	\$	\$
Total	\$	%	\$	\$	\$

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement

** As per Paragraph 6 of Part A of the Agreement and Paragraph B, Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR PROFESSIONAL ENGINEERING
BASIC SERVICES

PROJECT Arroyo Hondo Trail Design, Construction Documents and provide Bidding and Construction Phase Services



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 4 Engineer's BASIC SERVICES and Part B. Paragraph 1 SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Basic Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Basic Services (Required):

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

Total	\$0.00
--------------	---------------

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Katherine Miller
Santa Fe County Manager

By: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Gregory S. Shaffer
Santa Fe County Attorney

Finance Department Approval

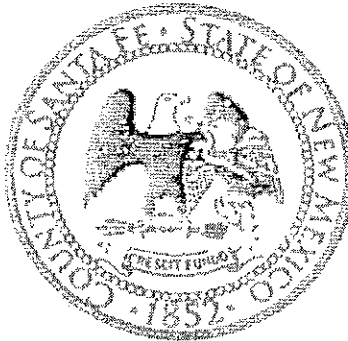
Don D. Moya
Santa Fe County Interim Finance Director

Department Approval

Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR PROFESSIONAL ENGINEERING
ADDITIONAL SERVICES

PROJECT Arroyo Hondo Trail Design, Construction Documents and provide Bidding and Construction Phase Services



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

Total	\$0.00
--------------	---------------

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Katherine Miller
Santa Fe County Manager

By: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Gregory S. Shaffer
Santa Fe County Attorney

Finance Department Approval

Don D. Moya
Santa Fe County Interim Finance Director

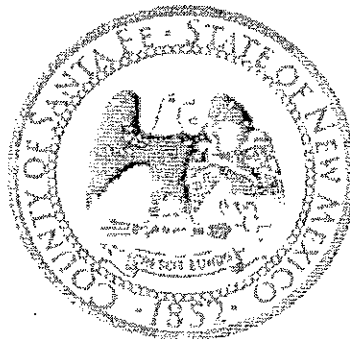
Department Approval

Name/Title

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR CONSULTANT
ADDITIONAL SERVICES

PROJECT Arroyo Hondo Trail Design, Construction Documents and provide Bidding and Construction Phase Services

PROJECT NO. 2017-0150-PW/MM



DISTRIBUTION TO:
Santa Fe County ☐
Engineer ☐
Legal Office ☐
Finance Department ☐
SFC Department ☐

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Consultation Services Amount (If Applicable)	\$0.00
Additional Services Amount*	\$0.00
<hr/>	
Total New Agreement Amount	\$0.00

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Katherine Miller, County Manager

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Gregory S. Shaffer
Santa Fe County Attorney

Finance Department Approval:

Don D. Moya
Santa Fe County Interim Finance Director

Department Approval

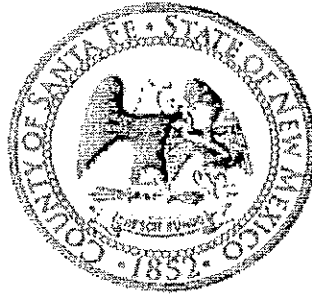
Name/Title

**EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST**

PROJECT NAME: Arroyo Hondo Trail Design, Construction Documents and provide Bidding and Construction Phase Services

CONTRACT NO.: 2017-0150-PW/MM

<p><u>CIVIL ENGINEERING SERVICES</u> Company Name: Souder, Miller & Associates Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>LANDSCAPE DESIGN SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><u>ARCHITECTURAL SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>SURVEYING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><u>STRUCTURAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>GEOTECHNICAL SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><u>MECHANICAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>ESTIMATING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES
DEPARTMENT
PURCHASING DIVISION**

**GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY and ENGINEER
FOR PROFESSIONAL SERVICES**

2013 Edition, Version 1.0, Part B of the
Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.
(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate two (2) years later, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be

completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no 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 Engineer, shall be incorporated in written amendments to this Agreement.

4. 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 then non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Engineer's receipt of the notice. The County shall pay the Engineer 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 or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners 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 Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer 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 Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer 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 Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.
- B. Subcontracting. The Engineer 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.
- C. Personnel.
 - 1) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
 - 2) The Engineer 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.

7. ASSIGNMENT

The Engineer 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 County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Engineer releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

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

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

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. To the extent any material is copyrightable, the County shall own such copy right.

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Engineer specifically acknowledges and agrees that County shall not be responsible for any changes to Section 1, (Scope of Work), Part A of the Agreement unless such changes are set forth in a duly executed written amendment to the Agreement.

13. ENTIRE AGREEMENT; INTEGRATION

The 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 the 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 the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 EXHIBITS LIST and Paragraph 8 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer 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. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer 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.

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow 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 their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer 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 the Agreement and for a period of six (6) years from the date of final payment under the subcontract;(ii) to allow 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 with GAAP.

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless 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 Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.
- B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that 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 (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.
- C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

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

21. NOTICES

Any notice required to be given to either party by the 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 Engineer: Peter J. Loris, President
Loris & Associates
818 W. South Bolder Road
Louisville, Colorado 80027

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.
- C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

County's liability to Engineer for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 3, (Compensation and Invoicing) Part A, of the Agreement. In no event shall County be liable to Engineer for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer 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. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; 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. Santa Fe County shall be named additional insured on the policy.

- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. 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), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer 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.

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

No provision of the 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

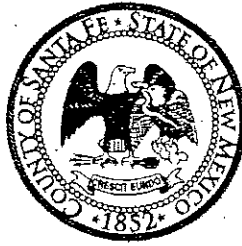
30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement: 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.

Henry P. Roybal
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

To: Santa Fe County Board of County Commissioners

From: Rachel O'Connor
Santa Fe County Community Services Department

Through: Katherine Miller
Santa Fe County Manager

Date: November 30, 2016

Subject: Approval of Stanley Cyclone Center Policies and Procedures, Fee Schedule, Lease Agreement, and Event Coordinator Contract.

Issue:

The Community Services Department is submitting for approval Policies and Procedures, a Fee Schedule, and Lease Agreement for the use / rental of the newly constructed Stanley Cyclone Center as well as a contract for the Event Coordinator who will manage and coordinate events at the facility.

Background:

Santa Fe County recently constructed the Stanley Cyclone Center located at 22 Kinsell Avenue in Stanley, New Mexico. The facility comprises approximately nine (9) acres of an eleven (11) acre parcel. The facility itself is an approximately 41,497 ft. indoor arena that will be utilized for equestrian events such as roping, steer wrestling, barrel racing, bronc riding, and bull riding. The Cyclone Center will also host events for the 4H clubs and FFA Programs.

The Community Services Department has drafted Policies and Procedures, a Fee Schedule, and Lease Agreement for the use / rental of the facility. The Department also budgeted \$100,000 to contract with an Event Coordinator who will manage events; handle the marketing and advertising for the facility; develop a website; handle general maintenance; and keep reports of events of the facility. An RFP was released. Don Reece was selected by the Evaluation Committee to be the Event Coordinator. Mr. Reece has had experience with the events and maintenance at the Bernalillo County Sheriff's Posse Arena, and has worked with 4H and FFA clubs. He is very knowledgeable about the needs that Santa Fe County has for this facility and lives in Stanley, very near the Cyclone Center.

Staff Recommendations

The Community Services Department recommends that all of the documents pertaining to the operation of the Stanley Cyclone Center be approved by the Board of County Commissioners.

Policies and Procedures for Temporary Use Leasing of the Santa Fe County Stanley Cyclone Center

I. General

A. The County owns the Stanley Cyclone Center located at 22 Kinsell Avenue, Stanley, New Mexico. The Cyclone Center occupies approximately nine acres of an eleven acre parcel. The facility is an approximately 41,497 ft. indoor arena.

B. The Cyclone Center may temporarily be leased in accordance with these Policies and Procedures by individuals, groups, businesses, nonprofits, or governmental entities ("lessee") for 4H Club and FFA Program events as well as public or private events such as roping, steer wrestling, barrel racing, bronc riding, and bull riding, or for other purposes approved by the Director of the County Community Services Department or another person or entity designated by the Director (collectively referred to as "Director"). A lease shall not be denied solely because the proposed use is "for profit." The Director may deny a lease to prevent the same lessee from leasing the Cyclone Center, or the same use from occurring on the Cyclone Center, more than once every two weeks.

C. Except as otherwise decided by the Santa Fe Board of County Commissioners ("BCC") or the County Manager, whether a lease is in the best interest of the County shall be within the sole discretion of the Director or the Director's designee. The granting of a lease does not constitute County endorsement of the lessee or the lessee's purpose of use, nor shall the lease create any partnership, joint venture, or any other relationship between the County and the lessee other than a lessor-lessee relationship subject to the terms of a written lease.

II. Lease

A. The Cyclone Center may be reserved for public or private uses or events by executing a temporary use lease agreement that is substantially in the form of the sample lease attached to these Policies and Procedures. If the Director approves the Lease, the Director or Director's designee will sign it on behalf of Santa Fe County, as lessor. Depending on the nature of the Lessee's proposed use, the Director may modify the form of lease to impose additional requirements on the Lessee but shall not diminish the duties of the lessee except as approved by the County Attorney.

B. Lessees shall have an affirmative duty to know and comply with these Policies and Procedures as well as all other applicable federal, state, and local laws.

C. The term of a temporary use lease shall not exceed 5 days unless approved by the County Manager. Unless otherwise approved by the Director in writing, Lessees may only use the Cyclone Center between the hours of 8:00 AM - 10:00 PM.

D. Rental and a damage and cleaning deposit shall be payable in full at the time the lease is executed and shall be calculated in accordance with the Santa Fe County Stanley Cyclone Center Rental and Deposit Fee Schedule attached to these Policies and Procedures, as

EXHIBIT

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the same may be amended from time to time by resolution of the BCC. However, the Director may require additional or higher fees if necessary to cover any additional costs that will be incurred by the County, plus ten percent, as a result of the Lessee's use of the Cyclone Center.

E. Businesses and other lessees desiring to lease the Cyclone Center for the purpose of conducting any business shall present the Director with proof that the lessee is licensed to conduct business within the City / County/ State or that a license is not required.

F. Cancellation: A Lessee may cancel a lease by providing the Director or his/her designee prior written notice of cancellation. If the Lessee cancels the lease, the Director or his/her designee will return the Lessee's damage and cleaning deposit in full within 30 days of cancellation. The County will refund or retain all or a portion of the pre-paid rental according to the following schedule:

- 30 days or more prior notice of cancellation:	Full Refund
- 15 thru 29 days prior notice of cancellation:	50% Refund
- 0 thru 14 days prior notice of cancellation:	0% Refund

G. Non-Discrimination – Lessees shall not discriminate against any person on the basis of race, color, religion, creed, age, disability, sex, national origin or sexual orientation.

III. Accounting

All rents, deposits and other funds received and refunds provided in connection with the lease of the Cyclone Center shall immediately be documented on a spreadsheet maintained by the Director or his/her designee. A receipt shall be provided to Lessees showing the amounts and purposes of each payment made by the Lessee. All payments shall promptly be submitted to the Office of the Santa Fe County Treasurer for proper accounting. The Director or his/her designee shall not accept cash or credit / debit cards for any purpose. Spreadsheets shall be kept current and reconciled with reservations, receipts, and refunds.

Santa Fe County Stanley Cyclone Center Rental Fees

All user agreements must be completed a minimum of 21 days prior to the rental date

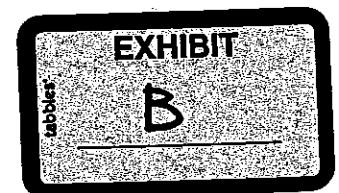
Rental Hours are 8:00 a.m. – 10:00 p.m. Monday – Sunday for events; 8-5 Monday – Friday for Open Riding

Rental Fees

Customer Type	Roping Arena 41,497 ft. Occupancy ____	Classroom Occupancy ____
NMSU Sponsored / 4H/FFA Revenue Generating Event	\$100	\$0
County/NMSU Sponsored/4H/FFA Event and other Non Revenue Generating Events	\$0	\$0
Commercial Event – Full Day	\$1250	\$75
Commercial Event – Half Day	\$625	\$75
Riding w/ Livestock – Full Day	\$500	N/A
Riding w/ Livestock – Half Day	\$250	N/A
Private Riding – Full Day	\$80	N/A
Private Riding – Half Day	\$40	N/A
Open Riding (M-F, 8-5) Saturdays (If no other events happening) 2 hour Sessions	\$10 per horse – Limit of 6 horses	

Cleaning / Damage Deposit

Customer Type	Roping Arena 41,497 ft. Occupancy ____	Classroom Occupancy ____
NMSU Sponsored / 4H/FFA Revenue Generating Event	\$50	
County/NMSU Sponsored/4H/FFA Event	\$0	\$0
Commercial Event – Full Day	\$750	\$50
Commercial Event – Half Day	\$750	\$50
Riding w/Livestock – Full Day	\$500	N/A
Riding w/ Livestock – Half Day	\$250	N/A
Private Riding – Full Day	\$100	N/A
Private Riding – Half Day	\$50	N/A



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**COUNTY OF SANTA FE - SANTA FE COUNTY STANLEY CYCLONE CENTER
TEMPORARY USE LEASE AGREEMENT**

This Temporary Use Lease Agreement ("Lease") is entered into this ___ day of ___, by and between the County of Santa Fe ("County") and ___ ("Lessee") in accordance with the following terms and conditions:

1. Lease

The County leases the Premises to Lessee for the Term and subject to all the covenants and conditions of this Lease. As used in this Lease, "Premises" means the following grounds and buildings of the Santa Fe County Stanley Cyclone Center ("Cyclone Center"), located on Kinsell Avenue in Stanley, New Mexico

[Describe Portion of Roping Arena, Classroom, other Improvements Subject to Lease]

Lessee shall use the Premises only for the following purpose(s):

[Describe Event(s) and Purpose(s)]

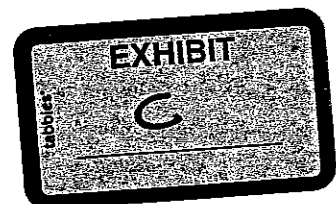
("Authorized Use"). Lessee shall not use or occupy the Cyclone Center except for any purpose other than the Authorized Use.

In accepting this Lease, Lessee acknowledges and agrees that:

- (i) neither the County nor any agent of the County has made any representation or warranty regarding the condition of the Premises or with respect to the suitability of the Premises for the Authorized Use;
- (ii) The County has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises; and
- (iii) Lessee shall accept the Premises in their AS IS condition as of the Effective Date of this Lease.

2. Rental and Deposit

A. In accordance with the Policies and Procedures for Temporary Use Leasing of the Cyclone Center ("Policies and Procedures"), which are incorporated into this Lease by reference and made a part hereof, Lessee shall pay \$ _____ in rent. Lessee shall pay the rent, in full, upon execution



of this Lease.

B. At the end of the Term of this Lease, Lessee shall return the Premises and any tables, chairs or other County equipment used by Lessee to the County in the same condition that they were in prior to Lessee's use of the Premises. As security for this covenant, Lessee shall pay the County \$ _____ as a damage and cleaning deposit, which the County will return to Lessee upon the County's verification of Lessee's compliance with this clause. If Lessee breaches this clause, the County shall be entitled to retain all or the portion of the deposit the County deems necessary to clean the Premises, including removal of any signs, posters or decorations, and to repair or replace any damaged County property.

3. Effective Date

Upon execution by the County and the Lessee, this Lease shall be effective as of the date first written above.

4. Term

The Term of this Lease shall begin at _____ am/pm on _____ (Date(s)) and end at _____ am/pm on _____ (Date).

5. Signs

Any signs, posters or decorations used by Lessee during the Term of this Lease shall only be affixed to the inside metal components of the buildings including in the Premises. All such signs, posters and decorations shall be removed, including means of attachment, prior to the termination of this Lease. No sign, poster or decoration may be affixed outside any building at the Cyclone Center Property without prior written approval of the County.

6. Safety, Security and Inspection

A. The Lessee shall solely be responsible at Lessee's expense for maintaining a safe and secure environment during Lessee's use of the Premises.

(1) In case of an emergency involving criminal activity, fire, personal injury, or any threat to individual or public safety, the Lessee shall immediately call -911.

(2) In the case of an emergency involving any plumbing, electrical, gas or other system of the Premises, the Lessee shall immediately call

- B. Lessee shall at Lessee's expense provide a minimum of two licensed and bonded security service personnel to patrol the Premises for public events to maintain the peace and protect against criminal activity, trespass, and injuries to persons and property. The County reserves the right to increase or decrease the amount of security required depending on the purpose and nature of the Lessee's use of the Premises.
- C. The County reserves the right but shall not have the duty to inspect the Premises during the Term of this Lease.

7. Termination

- A. Termination of Lease for Cause - Either party may terminate this Agreement for cause based upon a material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. The non-breaching party shall retain any and all other remedies available to it under law; **provided, however, that the County may terminate this Lease without notice or providing opportunity to cure based upon Lessee's violation of federal, state, or local law, or if the Fire Marshall, Sheriff, or other responsible County or City official declares that Lessee's use of the Premises is creating a nuisance or a threat to public health, safety or welfare.**
- B. Termination of Lease Without Cause: Either party may terminate this Lease by giving at least thirty (30) days written notice of termination to the other party.
- C. Delay in enforcing any provision of this Lease shall not constitute a waiver by the County.

8. Assignment

The Lessee shall not assign or transfer any interest in this Lease without the express prior written consent of the County. The County may refuse to consent such assignment or transfer for any reason.

9. Hazardous Materials

Neither Lessee, nor any of Lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammable substances (meaning any substance that has a flash-point of 80 degrees Fahrenheit or lower, as determined by the Tagliabue Open Cup Tester), explosives, radioactive materials, hazardous wastes or

materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws").

Notwithstanding the foregoing, and subject to County's prior consent, Lessee may handle, store, use or dispose of products containing small quantities of Hazardous Materials to the extent customary and necessary for the use of the Authorized Use of the Premises; provided that Lessee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or the environment.

10. Additional Expressly Prohibited Activities

- A. Alcoholic beverages shall not be served, sold or consumed on the premises, and any violation of this prohibition will subject the Lessee to criminal prosecution.
- B. Smoking is prohibited.
- C. Weapons, including knives (other than common household utensils) and firearms, are prohibited on the Premises except as expressly approved by the County and described in Exhibit A to this Lease.
- D. Fireworks are prohibited.

11. Indemnification

The County shall not be liable and Lessee hereby waives all claims against the County for any damage to any property or any injury to any person or property in or about the Premises by or from any cause whatsoever arising out of or relating to Lessee's use of the Premises, except to the extent caused by or arising from the gross negligence or willful misconduct of the County. Lessee shall protect, indemnify and hold the County harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee (including Lessee's agents, servants, employees, invitees, or visitors) to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done

by the Lessee in or about the Premises or from transactions of the Lessee concerning the Premises; (c) Lessee's failure to comply with any and all federal, state, or local laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Lease. The provisions of this clause shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

As used in this clause, "County" includes the County and its officers, employees, contractors, agents, and assigns; "Lessee" includes the Lessee and its officers, employees, contractors, agents, invitees, and visitors.

12. Insurance

Lessee shall maintain during the Term of this Lease a commercial general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to Lessee's use of the Premises. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. Lessee shall provide proof of such general liability insurance acceptable to the County.

13. Compliance with Law

In using the Premises Lessee shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations (including the Policies and Procedures) during the Term of this Lease, and Lessee shall obtain all permits, licences, and any other authorizations that may be necessary to lawfully carry out the Authorized Use on the Premises. Lessee shall be solely responsible for ascertaining and complying with the law applicable to its use of the Premises.

14. Damage

The Lessee agrees to restore the Premises to the same condition in which they existed prior to Lessee's use of the Premises. Lessee shall pay the full cost of repairing, restoring, or replacing (at the County's option) any County property or equipment that was destroyed, damaged or taken during the Lessee's use of the Premises; provided, however, that Lessee shall not be liable for damage caused by inclement weather, County personnel, or causes not related to Lessee's use of the Premises. Lessee's liability for damage to County property and equipment shall not be limited to the amount of the cleaning and damage deposit. This clause shall survive termination of this Lease.

15. Amendment

This Lease shall not be altered, changed or amended except by written

agreement executed by the County and Lessee. here to, however the County reserves the right to waive any provision of this Lease. .

15. Integration

This Lease represents the full and final agreement between the County and Lessee and it supersedes all other agreements, statements or representations, whether oral or written, that may have been made by the parties or their agents concerning Lessee's use of the Premises.

16. Severability

If any term or condition of this Lease shall be held invalid, the remainder of this Lease shall not be affected but shall be valid and enforceable to the fullest extent of the law.

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

LESSEE:

Name: _____
Address: _____
Telephone: _____
Email: _____

By: _____ (Signature)

Name:

Title:

SANTA FE COUNTY:

By: _____ (Signature)

Name:

Title:

FEE RECEIPT AND INSPECTION REPORT

Payment for	Amount Due	Paid
4H / FFA Revenue Generating Event	\$ _____	
Commercial Event – Full Day \$1250 per day	\$ _____	
Commercial Event – Half Day \$625 per day	\$ _____	
Classroom \$75 per day	\$ _____	
Riding w/ Livestock – Full Day \$500	\$ _____	
Riding w/ Livestock – Half Day \$250	\$ _____	
Private Riding – Full Day \$80 per day	\$ _____	
Private Riding – Half Day \$40 per day	\$ _____	
Open Riding - \$10 per horse (limit of 6 horses)	\$ _____	
Total	\$ _____	
Cleaning/Damage Deposit	\$ _____	

The Lessee has remitted the fees noted above. The premises and equipment have been inspected upon commencement of use by the Lessee and have been found to be clean and in good repair. Any damage is noted as follows:

Lessee Representative

Date

County Representative

Date

Return of Premises

Upon return of the premises at the close of the use period specified herein, the premises and equipment have been inspected and they have been found to be in the following condition:

SATISFACTORY UNSATISFACTORY (Circle One)

If unsatisfactory, describe damage as follows:

Lessee Representative

Date

County Representative

Date

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
DONALD H. REECE**

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **DONALD H. REECE**, whose principal address is **P.O. Box 3732 Edgewood, New Mexico 87015**, hereinafter referred to as the "Contractor".

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal Request for Proposals (RFP) No. 2017-0067-CSD/KE Stanley Cyclone Center Manager; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified Offeror, the County has determined the Contractor as the most responsive and highly 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.

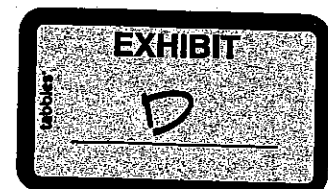
NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

A. Project Description: Contractor will manage and provide routine maintenance of the Stanley Cyclone Center located at 22 West Kinsell Avenue, Stanley New Mexico. The facility is approximately 41, 497 ft. indoor arena that will be utilized for equestrian type events as well as other suitable activities as determined by the community need.

B. The Contractor will be responsible for the following:

- 1) Manage and maintain the schedule for the Stanley Cyclone Center which includes:
 - a. Solicit and receive applications for event use to include hours for public and community usage including the collection of applicable fees.
 - b. Manage the calendar for use at the Center, and working cooperatively with Santa Fe County to post the calendar on the website.
 - c. Ensure that no scheduling conflicts arise.
 - d. Collection of rental fees and submission of fees to Santa Fe County for deposit.
 - e. Adhere to Santa Fe County policies, procedures and fee schedule with regard to the management of the facility.
 - f. Communicate with Santa Fe County staff in a consistent and timely manner regarding maintenance needs for events held at the Cyclone Center.
- 2) Meet with Potential renters:
 - a. Determine the type of event including number of participants and age groups.
 - b. Schedule days and hours needed for the event.
 - c. Ensure the renter has obtained a special use permit as per County Ordinance (If necessary).



- d. Contractor is responsible for ensuring the kitchen is compliant with all Health and Environment Department regulation and that renters have proper permit requirements for full kitchen or concession stand vending.
 - e. Ensure compliance with all permit requirements as well as compliance with Santa Fe County Ordinances.
 - f. Verify proof of insurance for all events.
- 3) Prepare monthly and quarterly reports as requested by the department.
 - 4) Advise the County Community Services Department of any issues with the Center (i.e. broken equipment, vandalism, etc.).
 - 5) Market and advertise the Center including education and outreach to the community.
 - 6) Develop and print a brochure for distribution and advertising of the location and uses of the Center.
 - 7) Maintenance – Perform routine maintenance of the Center including clean up after events as well as waste management at the facility. The County will provide staff to run equipment (i.e. tractor and arena groomer) during events.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no 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 a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
 - 1) The Contractor shall invoice monthly based on work and services performed for each month. The invoice shall accompany a monthly progress report. The invoice shall describe the service(s) provided and identify the individual(s) who performed the service(s) and provide receipts for all reimbursable items. The County shall pay to the Contractor in full payment for services satisfactorily performed. (See attached Cost Proposal).
 - 2) The total amount payable to the Contractor under this Agreement shall not exceed One Hundred Thousand dollars and no cents (\$100,000.00) *inclusive* of New

Mexico gross receipts tax. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.
- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be, Program Manager, Anna Bransford, 505-992-9838 or such other individual as may be designated in the absence of the County representative.
 - 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
 - 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 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.
- 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.

4. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of last signature by the parties. The term of this agreement is one-year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term in one-year increments not to exceed four years in total.

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 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 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 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. 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 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. The Contractor shall retain full

ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

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. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014 - (Establishing a Living Wage).
- C. 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 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 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 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 Manager
Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Donald H. Reece
P.O. Box 3732
Edgewood, New Mexico 87015

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. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. 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. 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 \$1,000,000 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 County by 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. County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
- E. 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.

28. 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.

29. 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.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. 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 executed this Amendment.

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM

Gregory S. Shaffer
County Attorney

Date

FINANCE DEPARTMENT

Don D. Moya
Interim Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)

