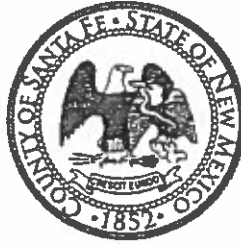


Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *May 27, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting June 9, 2015*

Request Approval of an Amendment to the Grant of Right-of-Way Easement to Cuatro Villas Domestic Water Users Association for the Purpose of Installing Two 500,000-Gallon Concrete Water Storage Tanks and a Distribution Infrastructure at La Puebla Park (Public Works/Terry Lease)

SUMMARY:

Cuatro Villas Mutual Domestic Water Users Association has requested an amendment to a right-of-way easement to expand the right-of-way to include a 10' wide electrical right-of-way easement for the purpose of installation and maintenance of an underground electrical utility line.

BACKGROUND:

On May 31, 2011, the Board of County Commissioners (BCC) granted a Right-of-Way Easement to Cuatro Villas Mutual Domestic Water Users Association (Cuatro Villas MDWUA) for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County. The grant of Right-of-way Easement (Instrument #1636303) was duly recorded with the Santa Fe County Clerk on June 1, 2011. This Right-of-way Easement provided Cuatro Villas MDWUA, a non-profit community water association, a right-of-way for the purpose of constructing and maintaining water storage and distribution infrastructure at the County's La Puebla Park in La Puebla, NM. The water infrastructure will serve the public by providing a reliable clean source of potable water, adequate pressure and sufficient storage for fire suppression for over 1,500 households in the service area. The 2011 agreement is attached.

On October 28, 2014, the BCC approved an amendment to this Easement for the inclusion of a retention pond for the purpose of discharging overflow from the water storage tanks. This amendment was recorded on October 30, 2014.

DISCUSSION:

The subject amendment is to grant and convey of 10'-wide electrical right-of-way easement for the purpose of Cuatro Villas MDWUA's installation and maintenance of an underground electrical utility line from an existing power pole on Lot 23 to an electrical panel located near one of Grantee's water storage tanks on Lot 35. This can be seen in Exhibit C of the agreement.

The current Right-of-Way Easement, as amended, consists of 0.989 acres of the total 5.76 acres patented to the County by the Bureau of Land Management. The second amendment, if approved, will increase the Right-of-Way Easement area by 0.035 acres to a total of 1.0244 acres by including the underground electrical area in the easement area.

Jemez Mountain Electric Cooperative will regularly inspect the condition of and be responsible for the maintenance of the electrical utility placed in the right-of-way.

ACTION REQUESTED:

Approval of the second amendment to the Right-of-Way Easement.

Attachments:

1. 2011 agreement
2. 2015 amendment

**SANTA FE COUNTY
RIGHT OF WAY**

Santa Fe County, a political subdivision of the State of New Mexico, (hereinafter "Grantor") hereby grants and conveys to Cuatro Villas Mutual Domestic Water Users Association, (hereinafter "Grantee") a right of way for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County under the Recreation and Public Purpose Act, Patent No. 30-2005-099 in Santa Fe County, New Mexico, located in Township 20 North, Range 9 East, section 4, lot 35 in La Puebla, New Mexico ("Grantor's Property"). This Right of Way is approximately 0.74 acres, as more particularly described on Exhibit A, attached hereto and incorporated herein.

This Right of Way is subject to the following terms and conditions:

1. Purposes. The water tanks and distribution infrastructure to be built by Grantee will provide potable water, adequate water pressure and sufficient storage for fire suppression, and water for landscaping for the La Puebla Park Community Center located on Grantor's Property as well as water service for the Grantee's customers.
2. Compliance with Laws. Grantee shall comply with all laws and orders of federal, state, and local governmental agencies that are applicable to the activities conducted on or about the Right of Way area by or on behalf of Grantee.
3. Hazardous Materials. Grantee shall refrain from storing or discharging any hazardous wastes or toxic substances as defined in 42 U.S.C. Section 9601-9657 on the Right of Way area or any other portion of the adjacent property owned by Grantor. Grantee will not use, or permit its contractors to use, the Right of Way at any time in such a manner as to cause a violation of or to give rise to a removal, restoration or other remedial obligation under any statute, rule, ordinance, order, judgment, decree, requirement or common law of any federal, state, local or other governmental entity having jurisdiction over the Right of Way, including, without limitation, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C.6901, et seq., and the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. (collectively, "Environmental Laws"). Grantee shall promptly provide written notice to Grantor of the following if actually discovered by Grantee or brought to Grantee's attention: (1) any potential, threatened or known release of any dangerous or hazardous waste material, element or substance on, under or from the Right of Way; (2) any adverse hazardous environmental condition on or affecting the Right of Way; and (3) any violation of any Environmental Laws affecting the Right of Way, and upon Grantee's receipt of any such notice of the foregoing from any governmental authority. If and when actually discovered by Grantee or brought to Grantee's attention, Grantee shall promptly provide Grantor written notice of any discharges, spillage, contamination, or other mishandling of a hazardous substance on the Right of Way during the term of this Right of Way and any extension thereof. If liable therefore, Grantee's liability for the cost of remediating the same shall be governed by the applicable Environmental Laws and the applicable provisions of the New Mexico Tort Claims Act.
4. Grantee Responsibility - Indemnification. Grantee agrees that Grantor shall have no responsibility for any activity, work, or thing done by Grantee or its employees, agents and

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contractors on the Right of Way or other portion of Grantor's Property or any liability resulting therefrom, all of which shall be Grantee's responsibility (including without limitation the design, construction and maintenance of the tanks and infrastructure in the Right of Way), subject to the applicable provisions of the New Mexico Tort Claim Act.

- A. The Grantee shall defend, indemnify, and hold harmless the Grantee (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) that directly or indirectly arise out of the Grantee's actions.
- B. The Grantee agrees that the Grantor 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 Grantor and that such suit will not be settled without the Grantor's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the Grantor and the Grantee in such demand, suit, or cause of action, the Grantor may retain its own counsel to represent the Grantor's interest.
- C. The Grantee's obligations under this section shall not be limited by the provisions of any insurance policy the Grantee is required to maintain under this Right of Way.

5. Insurance.

- A. General Conditions. The Grantee 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 Grantee shall procure and maintain during the life of this Right of Way a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 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 by the Grantee on property the is the subject of this Right of Way; and coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work. The County of Santa Fe shall be a named additional insured on the policy.
- C. Increased Limits. If, during the life of this Right of Way, 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 Grantee shall increase the maximum limits of any insurance required herein.

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6. No Interference. Grantee agrees that its activities and those of its agents and contractors related to use of this Right of Way will not interfere with the recreational purposes of Patent No. 30-2005-099.

7. Restoration and Reclamation. Grantee agrees to restore and otherwise reclaim the land surface of the Right of Way and any other Property disturbed by Grantee, its agents and contractors to pre-construction condition following construction of the water tanks and infrastructure.

8. Miscellaneous.

a) No provision of this Right of Way shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Right of Way shall be construed to modify it or waive either party's right to insist upon strict performance of the terms of this Right of Way.

b) This Right of Way contains the entire agreement of the parties hereto with respect to the subject matter of this Right of Way and no representations, inducement, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

c) This Right of Way shall be interpreted under the laws of the State of New Mexico.

d) The parties acknowledge that this Right of Way is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.

e) The headings of this Right of Way have been inserted for convenient references only and are not to be considered in the construction of any provision hereof.

f) This Right of Way may be executed in counterparts that together will be a single instrument.

g) This Right of Way may be modified only by a written document signed and notarized by both parties and recorded in the official records of Santa Fe County, New Mexico.

h) This Right of Way shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of the successors and assigns of the Grantor and Grantee.


SFC CLERK RECORDED 05/31/2011

GRANTOR


Virginia Vigil, Chair

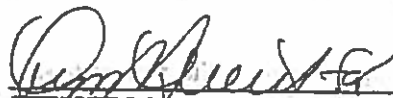
Santa Fe County Board of County Commissioners

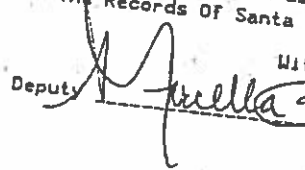
ATTEST


VALERIE ESPINOZA
Santa Fe County Clerk




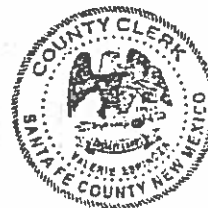
Approved as to form:


STEPHEN C. ROSS
Santa Fe County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
I Hereby Certify That This Instrument Was Filed for
Record On The 1ST Day Of June, 2011 at 09:59:54 AM
And Was Duly Recorded as Instrument # 1636303
Of The Records Of Santa Fe County
Deputy  Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk Santa Fe, NM

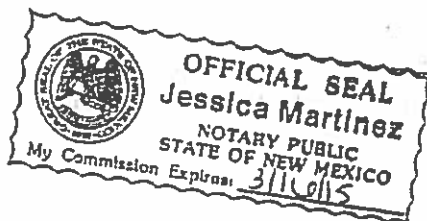
GRANTEE


MUKHTIAR S. KHALSA President
Cuatro Villas Mutual Domestic Water Users Association



STATE OF NEW MEXICO
COUNTY OF SANTA FE

This instrument was acknowledged before me on May 19, 2011, by
Mukhtiar S. Khalsa, on behalf of Cuatro Villas Mutual Domestic Water Users
Association.




Notary Public

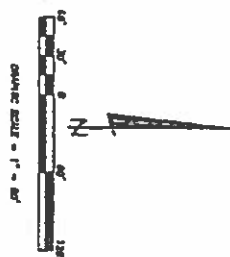
My commission expires: 3/11/15

FILED
JUN 21 2011
SANTA FE COUNTY, NM

FOR

WITHIN

AUGUST 2010



LEGEND

- ELIGIBILITY CERTIFICATION**
- I, James F. Swartz, the undersigned, hereby certify that the SAFETY Right-of-Way Map and the SAFETY Right-of-Way Agreement were made and submitted to the Michigan Secretary of Agriculture for approval by the Michigan Secretary for Agriculture and State Board of Landowners for Landowners and are correct to the best of my knowledge and belief.
- James F. Swartz, P.E. #04223

SANTA FE COUNTY

SECOND AMENDED RIGHT OF WAY

By a grant of right-of-way easement (Instrument # 1636303) duly recorded with the Santa Fe County Clerk on June 1, 2011, Santa Fe County (hereinafter "Grantor") granted and conveyed to **Cuatro Villas Mutual Domestic Water Users Association**, (hereinafter "Grantee") a utility right-of-way and access easement for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County under the Recreation and Public Purpose Act, Patent No. 30-2005-099 in Santa Fe County, New Mexico, located in Township 20 North, Range 9 East, Section 4, Lot 35 in La Puebla, New Mexico. The access right-of-way and utility right-of-way easement are as described on Exhibit A to Instrument # 1636303, recorded June 1, 2011.

Santa Fe County also owns property in Township 20 North, Range 9 East, Section 4, Lot 23 which is adjacent to and south of Lot 35 referenced above. The Santa Fe County La Puebla Fire Station 1 is located on Lot 23 at 51 Fire House Road, La Puebla, New Mexico. The Grantor's property on Lot 35 is generally known as the "La Puebla Park" located on Placita Road in the Village of La Puebla, New Mexico. Lots 35 and 23 are hereinafter referred to as "Grantor's Property"

By the First Amended Right of Way (Instrument # 1749723) duly recorded October 30, 2014, Instrument # 1636303 was amended to amend the utility right-of-way easement to extend around a retention pond located on the Grantor's Property to provide for the installation of a 12" overflow drainage pipe and use of the existing retention pond located along the southeast portion of Lot 35, north of Placitas Road along the southeast utility right-of-way boundary. The First Amended Right of Way replaced and superseded Exhibit A of Instrument # 1636303 with a new Exhibit B depicting the access easement and amended utility right-of-way easement.

1. Pursuant to Section 8(g) of Instrument # 1636303, the parties by this Second Amended Right of Way agree to amend Instrument # 1636303 to include a grant and conveyance of a 10' wide electrical right-of-way easement for the purpose of Jemez Mountain Electric Cooperative's (hereinafter "Coop") installation and maintenance of an underground electrical utility line from an existing power pole on Lot 23 to an electrical panel located near one of Grantee's water storage tanks on Lot 35. Said electric right-of-way easement is as depicted on Exhibit C attached hereto and incorporated by reference, consisting of a 10' wide easement containing .035 acres, more or less, which extends from Lot 23 to Lot 35 of Grantor's Property.

2. The last sentence of the introductory paragraph of Instrument # 1636303 is deleted in its entirety and replaced with:

This Right of Way granted herein is approximately 1.024 acres, more or less, as particularly described in Exhibit B and Exhibit C, attached hereto and incorporated herein.

3. In Paragraph 1 (Purposes) of Instrument # 1636303 is amended by inserting a subparagraph "B" to read as follows:

B. Grantee may use the electric right-of-way easement granted herein and as depicted on Exhibit C attached hereto to install an underground electrical utility line to serve Grantee's water storage tanks. Grantee or Coop will regularly inspect the condition of the electrical utility and be solely responsible for maintenance of the electric utility. Grantee or Coop shall be solely responsible for any repair of damage to the utility easement.

4. Paragraph 6 (No Interference) of Instrument # 1636303 is amended to insert the following sentence:

Grantee agrees that its use of the electrical right-of-way easement will not interfere with the Grantor's use and benefit of Grantor's Property or the recreational purposes of Patent No. 30-2005-099.

5. Paragraph 8 (Miscellaneous) of Instrument # 1636303 is amended to insert the following into subpart g):

Grantee shall not exceed the privilege granted by this grant of right-of-way easement or in any way misuse or exceed the scope of purpose for which this Right of Way is granted. Any modification or amendment of this Right of Way, including widening or extending the access easement or utility right-of-way shall require the prior written approval of the Grantor.

6. All other provisions and terms and conditions numbers 1 through 6 of the grant of right-of-way easement Instrument # 1636303 recorded June 1, 2011, as amended by the First Amended Right of Way (Instrument # 1749723) recorded October 10, 2014, and this Second Amended Right of Way, shall remain in full force and effect.

GRANTOR BOARD OF COUNTY COMMISSIONERS OF 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:

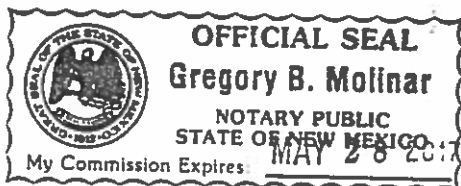
Gregory S. Shaffer
Santa Fe County Attorney

Date _____

ms/c

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Notary Public

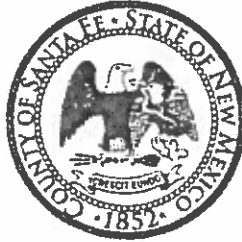


My commission expires: MAY 28 2017

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: *May 27, 2015*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager* 

VIA: *Katherine Miller, County Manager*
Jeff Trujillo, Director of Legal and Administration
Patrick Varela, Treasurer

ITEM AND ISSUE: *BCC Meeting June 9, 2015*

REQUEST APPROVAL OF AGREEMENT NO. 2015-0178-TR/IC WITH FIRST NATIONAL BANK OF SANTA FE FOR CUSTODY BANKING SERVICES

SUMMARY:

The Purchasing Division requests approval of Agreement No. 2015-0178-TR/IC with First National Bank of Santa Fe to provide custody banking services to Santa Fe County.

BACKGROUND:

Santa Fe County Treasurer's Office requires custody banking services of the County's assets in accordance to the Santa Fe County Investment Policy. The Purchasing Division issued Request for Proposals (RFP) No. 2015-0178-TR/IC "Custody Banking Services" November 24, 2014. This solicitation was advertised in the Santa Fe New Mexican, the Albuquerque Journal and posted on the County's Website. Three firms attended the pre-proposal conference and three proposals were received in response to the RFP.

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of five County members reviewed, scored and ranked the proposals as follows:

1. First National Bank, Santa Fe, NM

2. Wells Fargo, Albuquerque, NM
3. Los Alamos National Bank, Santa Fe, NM

Although all of the proponents are qualified banking firms the evaluation committee made its determination based on the best prepared and most responsive proposal. After careful deliberation by the evaluation committee, these factors resulted in First National Bank being selected for a contract award with an annual fee to be 2/1000 annually of market value of assets in custody.

ACTION REQUESTED:

The Purchasing Division requests approval of Agreement No. 2015-0178-TR/IC with First National Bank of Santa Fe for custody bank services for the Santa Fe County Treasurer's office.

CUSTODY AGREEMENT

THIS CUSTODY AGREEMENT is entered into as of the ____ day of _____, 20__, by and between THE FIRST NATIONAL BANK OF SANTA FE, a national banking association ("Custodian"), and Santa Fe County Treasurer's Office ("Depositor"). The parties, for and in consideration of mutual and reciprocal covenants and agreements hereinafter contained, agree as follows:

1. Appointment of Custodian. Depositor hereby appoints Custodian as the custodian of certain securities, cash, or other assets, and Custodian hereby accepts such appointment under the terms and conditions described herein.

2. Custody Account. Custodian will establish and maintain a custody account ("Account") in the name of Depositor for the purpose of holding the securities, cash or other assets and such additional securities, cash or other assets as Depositor may deposit with Custodian from time to time during the term of this Agreement. All assets held by Custodian in the Account on behalf of Depositor are referred to herein as the "Property." The initial securities, cash and other assets are described on Schedule A.

3. Scope of Custodial Services.

(a) Custodian undertakes to perform the duties described on Schedule B attached. No other duties shall be implied or performed.

(b) When Custodian is disbursing monies from the Account for the acquisition of securities, Custodian shall make the disbursement against proper delivery of the securities to the Custodian, or to a sub-custodian (Fifth Third Bank) or securities depository, as the case may be, unless payment prior to delivery is specified by Proper Instructions or generally accepted trade practices. In the event that payment prior to delivery is specified by Proper Instructions or generally accepted trade practices, Custodian shall have no liability for any loss arising from having made payment prior to delivery of the securities, except as may arise from Custodian's gross negligence or willful misconduct.

(c) When Custodian is releasing and delivering securities from the Account in connection with the sale of such securities, or in connection with any tender offer, conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, exchange offer, or similar transaction relating to such securities, Custodian shall release and deliver the securities against the payment of cash or the receipt of new securities, as the case may be, by Custodian or by a subcustodian or securities depository, unless delivery prior to payment is otherwise specified by Proper Instructions or generally accepted trade practices. In the event that delivery prior to payment is specified by Proper Instructions or generally accepted trade practices, Custodian shall have no liability for any loss arising from having released and delivered securities prior to payment, except as may arise from Custodian's gross negligence or willful misconduct.

4. Use of Third Party Service Providers.

(a) Custodian may employ sub-custodians (Fifth Third Bank), agents, broker-dealers, nominees, depositories or other means and firms as it determines may be necessary or desirable to perform custodial services for Depositor, and may obtain from any such third party, or from Custodian's own resources, all valuation, accounting, recordkeeping, reporting and other services customarily provided by custodians of financial assets. Custodian may also consult with legal counsel or accountants with respect to the performance of the custodial services.

(b) Custodian may deposit securities in the Account with, and hold such securities in, any securities depository, settlement system, book entry system or similar system on such terms as are customary. Depositor shall provide Custodian with any documentation or acknowledgements that Custodian may reasonably require to hold securities with any such system.

5. Custodian Not Providing Investment Management or Brokerage Services.

(a) Depositor understands and agrees that Custodian is not providing any investment management services under this Agreement. To the extent Depositor seeks investment management services, Depositor has been advised to seek, and has sought, those services elsewhere, without any recommendation from Custodian. Custodian shall have no liability for any loss sustained as a result of any investment management services obtained by Depositor with respect to the Property.

(b) Depositor understands and agrees that Custodian is not responsible and shall have no liability for selecting securities broker-dealers to conduct and settle transactions on behalf of the Account, and that the selection of such broker-dealers shall be at the direction of Depositor or the person with which Depositor has contracted to provide investment management services for the Account. Custodian shall not be responsible and shall have no liability for determining the suitability to Depositor or any other person of any Property held within the Account.

6. Ineligible Property and Ineligible Transactions.

(a) Custodian may, in its sole discretion, determine not to provide custodial services with respect to certain types of assets, such as non-publicly traded securities, real estate, commodities, and precious metals. This is not an all inclusive list but is representative of the types of assets that the Custodian may determine that it will not accept. In the event Custodian determines that it will not accept such assets, Depositor agrees not to deliver such assets to Custodian.

(b) Depositor will not conduct the following types of transactions within the Account: (i) the purchase or sale of any derivative instrument (including futures and forward contracts, options and swaps, structured finance arrangements and credit derivatives); and (ii) securities lending arrangements.

7. Proper Instructions.

(a) The term "Proper Instructions" as used in this Agreement shall mean written instructions received by Custodian from Depositor, Depositor's duly authorized investment manager, or any person or entity duly authorized by either of them (each such person, an "Authorized Representative"), provided such instructions are received in accordance with the provisions of this paragraph 7.

(b) Depositor must identify each person who is an Authorized Representative as of the effective date of this Agreement, must promptly inform Custodian in writing of any changes to that list of Authorized Representatives and must provide appropriate written evidence of such authority. Each person identified as an Authorized Representative in any written notice or instruction delivered to Custodian by Depositor or by another Authorized Representative, shall continue to be an Authorized Representative until such time as Custodian receives written notice or instruction that such person is no longer an Authorized Representative.

(c) Proper Instructions must be in writing signed by an Authorized Representative, and may be delivered to Custodian by such means as may be agreed to from time to time between Custodian and the person giving such instruction

(d) Custodian shall have no duty to inquire into or investigate the adequacy or accuracy of any instructions received with respect to the Account. Although Custodian has no such duty, Custodian may in its sole discretion determine that a particular instruction is unclear or incomplete, in which event Custodian shall have no obligation to follow that instruction, but Custodian shall promptly contact the Authorized Person who delivered the instruction and request that the Authorized Person amend or otherwise reform its instruction.

(e) Depositor understands that Custodian's ability to comply with Proper Instruction may at times be delayed due to the involvement of a subcustodian or agent, differences in time zones, and other factors particular to a given market, exchange or issuer. Except in the case of Custodian's gross negligence or willful misconduct, Custodian shall not be liable for any loss resulting to the Account from such delays.

8. Custodian's Compensation.

In exchange for the services provided by Custodian hereunder, Depositor agrees to pay to the Custodian the fees described on the Custodian's usual and customary fee schedule attached hereto, as Schedule C, as amended from time to time. All fees are subject to the applicable New Mexico Gross Receipts tax.

(a) Depositor also agrees to compensate Custodian any out-of-pocket expenses (e.g., telecommunication charges, postage and delivery charges, and reproduction charges, expenses charged by sub custodians, tax reporting expenses and such additional expenses that may be incurred by the Custodian as a result of performing the duties required of the Custodian under this Agreement).

(b) Depositor shall pay all fees and reimbursable expenses to Custodian. All fees shall be deducted from the Account when due and payable on a monthly basis. Depositor shall notify Custodian in writing promptly of any fees or expenses that are subject to a good faith dispute, and in no event later than 30 days following receipt of the Account statement. In the event of such a dispute, Depositor shall remain responsible for paying the undisputed portion of Custodian's fees or expenses within the time period specified in the first sentence of this subsection.

9. Proxies. Custodian shall not vote proxies in respect of any securities held in accordance with this Agreement.

10. Liability; Limitation of Liability

(a) Depositor understands and agrees that Custodian is not acting in a fiduciary capacity with respect to the Account or the Property held therein. Neither Custodian nor any of its officers, directors, employees or agents shall be liable for: (i) any action taken, or omitted to be taken, in good faith without gross negligence or willful misconduct; (ii) any action taken, or omitted to be taken, pursuant to any Proper Instructions; (iii) any action taken, or omitted to be taken, by a third party with whom Custodian contracts or consults with respect to the performance of Custodian's duties hereunder, unless such action or omission is directly attributable to Custodian's gross negligence or willful misconduct; (iv) the insolvency of any third party with whom Custodian contracts or consults with respect to the performance of Custodian's duties hereunder; (v) any special, indirect, consequential or punitive loss or damage of any kind whatsoever, regardless of whether Custodian has been advised of, or should have been aware of, the likelihood of such loss or damage; or (vi) any loss or damage to the Property caused by circumstances beyond Custodian's reasonable control, such as war, insurrection, riot, explosion, flood, earthquake or other act of god.

(b) The parties acknowledge and agree that the foregoing Limitation of Liability shall survive the termination of this Agreement.

11. Termination of Agreement. This Agreement may be terminated as follows:

(a) By either party at any time, with or without cause, upon 30 days written notice to the other party;

(b) At any time upon the mutual written agreement of the parties;

(c) At any time by either party in the event that the other party has petitioned for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time, not to exceed 60 days.

12. Delivery of Property upon Termination. The following procedures shall govern the delivery and transfer of Property out of the Account upon the termination of this Agreement. Upon the completion of such delivery and transfer, Custodian shall be relieved of all obligations under this Agreement.

(a) If a successor custodian has been appointed by Depositor, Custodian shall, promptly upon receipt of a notice of acceptance by that successor custodian in a form and substance acceptable to Custodian, deliver or transfer (or arrange for the delivery and transfer of) the Property to that successor custodian.

(b) If no successor custodian has been appointed by Depositor, Custodian shall deliver or transfer the Property in accordance with such other Proper Instructions as Custodian has received.

(c) If no successor custodian has been appointed, and if, as of the effective date of termination, Custodian has not received any other Proper Instruction relating to the delivery and transfer of assets, then Custodian shall have the right at any time after such termination date, and without liability, to deliver or transfer (or arrange for the delivery and transfer of) the Property to a bank or trust company that meets applicable capitalization requirements for a custodian of financial assets.

(d) Depositor shall pay to Custodian the compensation due the Custodian and shall reimburse Custodian for all out-of-pocket expenses, reasonably incurred by Custodian in connection with the termination of the Account and the delivery and transfer of Property therefrom.

(e) Custodian shall exercise commercially reasonable efforts to deliver and transfer the Property out of the Account attendant to the termination of this Agreement. If mutually agreed to in writing the custodian shall be entitled to compensation for its services with respect to any Property held in the Account beyond the termination date, and the provisions of this Agreement shall remain in full force and effect until disposition of the Property has been completed.

13. Confidential Information. The parties hereto agree that each shall treat confidentially all information provided by one party to the other party regarding the disclosing party's business and operations. All confidential information provided by a party hereto shall be used by the other party hereto solely for the purpose of rendering services pursuant to this Agreement. Custodian may disclose confidential information about Depositor or the Property to third parties (a) where Custodian reasonably determines that it is necessary to disclose the information in order to provide the custodial services hereunder; (b) in order to comply with government agency or court orders; or (c) upon Depositor's written permission. Without limiting the scope of the foregoing, Custodian acknowledges and agrees that it will not use or disclose any non-public personal information about Depositor in any manner prohibited by applicable provisions of the Gramm-Leach-Bliley Act of applicable regulations issued thereunder.

14. Amendment of Agreement. This Agreement may only be modified or amended by mutual agreement, in writing signed by both parties.

15. Assignment of Agreement. This Agreement shall not be assignable by either party without the other party's prior written consent, and shall terminate upon any attempted assignment by a party without the stated consent; except that (a) Custodian's use of sub-custodians, (Fifth Third Bank) securities depositories or other third parties to perform custodial services for Depositor shall not constitute an assignment of this Agreement by Custodian; and (b) any corporation, association or other entity into which Custodian may be merged, converted or consolidated, or to which all or substantially all of Custodian's custody business may be transferred, shall be the custodian under this Agreement without Depositor's written consent.

16. Notice. With the exception of any Proper Instructions relating to the Account, the form and delivery of which are governed by Section 7 of this Agreement, any notice required or permitted by any term of this Agreement may be given by one party to the other party by personal delivery of a physical document, delivery by United States mail, or by telephonic facsimile or electronic mail to the party at the number or address provided by the other party from time to time. For this purpose, Custodian's address, facsimile number and e-mail address are as follows:

The First National Bank of Santa Fe
Attention:

P.O. Box 609
Santa Fe, New Mexico 87504-0609
Facsimile: 505-984-7444
e-mail: wzaleski@firstnational1870.com

Depositor's address: Santa Fe County Treasurer's Office

Pat Varela, County Treasurer
PO Box 276
Santa Fe, NM 87504-0276

or such other contact information as a party may provide to the other party from time to time. Depositor understands and agrees that Depositor should promptly and carefully review any communications sent to Depositor by Custodian hereunder, including but not limited to the periodic statements sent by Custodian with respect to the Account. Information contained on such any such statement is conclusive unless Depositor objects in writing within ten (10) days after the statement is transmitted to Depositor or its designated representatives.

17. Governing Law; Jurisdiction; Venue. This Agreement is governed by and shall be interpreted under the laws of the State of New Mexico, to the extent not preempted by the federal laws of the United States, and without giving effect to the conflicts of law of New Mexico. The parties hereby consent to personal jurisdiction and venue in the courts of general jurisdiction in and for Santa Fe County, New Mexico, and hereby waive any contention of *forum non conveniens*. As an alternative, the parties may agree to the arbitration of any disputes, which arbitration shall be governed by the laws of New Mexico.

18. Severability. If any portion or provision of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions or portion hereof shall nevertheless remain in full force and effect, as if the unenforceable portion or provision had never been a part hereof.

19. Counterparts. This Agreement may be executed in duplicate originals and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Signed by the parties the date first written above.

The First National Bank of Santa Fe

By: _____

Custodian's Signature

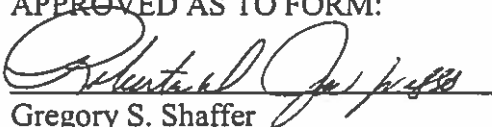
Santa Fe County

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

Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk
APPROVED AS TO FORM:



Gregory S. Shaffer
County Attorney

Date

5-26-15

Date

FINANCE DEPARTMENT:



Carole Jaramillo
Finance Director

5/26/15

Date

Schedule A
Custodial Agreement
DESCRIPTION OF ASSETS

All assets currently held in Account for Santa Fe Treasurer's Office.

See Attached List



Security Description

CHARLES SCHWAB INVESTMENT IN GOVERNMENT AGENCIES (BONDS) AND T-BILLS

Security Description	Purchase Date	Invested Amount	Effective Annual Interest Rate	Term	Maturity Date	Interest Check to be Paid
US Treasury Bill-Cusip #912796EN5 GRT GOB 2011 Refund Account #0920	7/28/2014	\$ 4,727,315.32	0.10%	1 Year	7/23/2015	Maturity
US Treasury Bill-Cusip #912828UC2 Core Account	10/28/2014	\$ 50,108.61	0.14%	Approx. 1Yr. 2 MO.	12/15/2015	Maturity

Treasury Totals \$ 4,777,423.93

SANTA FE COUNTY
TREASURER'S INVESTMENT SCHEDULE



Federal Farm Credit Bond-Cusip #3133EA2Q0
 Federal Home Loan Bank Bond-Cusip #313380SK4
 Fannie Mae Bond-Cusip #3136G0TM3
 Federal Home Loan Bank Bond-Cusip #313380D87
 Federal Home Loan Bank Bond-Cusip #313380D87
 Federal Home Loan Bank Bond-Cusip #313380B30
 Federal Home Loan Bank Bond-Cusip #313380D33
 Federal Nat'l Mfg. Bond-Cusip #3136G0XMB Wells Fargo Securities
 Federal Home Loan Bank Bond-Cusip #313380SR9
 Federal Home Loan Bank Bond-Cusip #313381BJ3
 Federal Farm Credit Bond-Cusip #3133EAD39
 Federal Home Loan Bank Bond-Cusip #313381CK9
 Federal Nat'l Mfg. Bond-Cusip #3136G13X5
 Federal Nat'l Mfg. Bond-Cusip #3136G0VE8
 Fannie Mae Bond-Cusip #3136G0VE8
 Federal Farm Credit Bond-Cusip #3133EA2R8
 Federal Home Loan Bank Bond-Cusip #313381B95
 Federal Home Loan Bank Bond-Cusip #313381B95
 Freddie Mac Bond-Cusip #3134G3A75
 Federal Farm Credit Bond-Cusip #3133EC6X7
 Federal Home Loan Bank Bond-Cusip #313379PB9
 Federal Home Loan Bank Bond-Cusip #313380PA9
 Federal Home Loan Bank Bond-Cusip #313381E35
 Federal Home Loan Bank Bond-Cusip #313381DB8
 Federal Home Loan Bank Bond-Cusip #313381EF8
 Federal Farm Credit Bond-Cusip #3133EC6T6
 Federal Home Loan Bank Bond-Cusip #313381FB6
 Federal Home Loan Bank Bond-Cusip #313381FB6
 Federal Nat'l Mfg. Bond-Cusip #3136G12P3

9/27/2012	\$	1,000,000.00	2.07%	9 Years	9/27/2021	Semi-Annual
10/15/2012	\$	1,000,000.00	2.20%	9 Years	10/15/2021	Semi-Annual
8/3/2012	\$	500,194.44	2.00%	8 Years 10 Mo.	10/26/2021	Semi-Annual
8/8/2012	\$	997,510.00	2.25%	10 Years	8/8/2022	Semi-Annual
8/8/2012	\$	500,000.00	2.25%	10 Years	8/8/2022	Semi-Annual
8/15/2012	\$	1,000,000.00	2.20%	10 Years	8/15/2022	Semi-Annual
8/22/2012	\$	1,500,000.00	2.24%	10 Years	8/22/2022	Semi-Annual
8/28/2012	\$	998,563.89	2.30%	10 Years	8/28/2022	Semi-Annual
10/18/2012	\$	1,000,000.00	1.25%	10 Years	10/18/2022	Semi-Annual
11/28/2012	\$	1,000,000.00	2.19%	10 Years	11/28/2022	Semi-Annual
8/3/2012	\$	1,000,126.67	2.28%	10 Years 6 Mo.	2/1/2023	Semi-Annual
12/10/2012	\$	998,893.33	2.33%	11 Years	12/1/2023	Semi-Annual
12/27/2012	\$	1,000,000.00	2.25%	11 Years	12/27/2023	Semi-Annual
8/20/2012	\$	987,500.00	2.25%	12 Years 3 Mo.	11/20/2024	Semi-Annual
8/20/2012	\$	992,000.00	2.33%	12 Years 3 Mo.	11/20/2024	Semi-Annual
10/1/2012	\$	1,000,000.00	2.74%	13 Years	10/1/2025	Semi-Annual
11/28/2012	\$	1,000,515.28	2.65%	13 Years	11/21/2025	Semi-Annual
11/27/2012	\$	1,000,441.67	2.65%	13 Years	11/21/2025	Semi-Annual
8/21/2012	\$	995,500.00	2.55%	13 Years 3 Mo.	11/21/2025	Semi-Annual
8/21/2012	\$	500,000.00	2.55%	13 Years 3 Mo.	11/21/2025	Semi-Annual
12/17/2012	\$	1,000,430.00	2.58%	13 Years	12/11/2025	Semi-Annual
6/18/2012	\$	613,864.00	3.24%	15 Years	6/14/2027	Semi-Annual
9/27/2012	\$	1,000,000.00	3.00%	15 Years	9/27/2027	Semi-Annual
11/28/2012	\$	1,000,097.22	1.75%	15 Years	11/28/2027	Semi-Annual
12/10/2012	\$	999,748.33	2.98%	15 Years	12/7/2027	Semi-Annual
12/7/2012	\$	1,000,000.00	2.69%	15 Years	12/7/2027	Semi-Annual
12/17/2012	\$	1,000,324.44	2.92%	15 Years	12/13/2027	Semi-Annual
12/17/2012	\$	1,000,000.00	2.90%	15 Years	12/17/2027	Semi-Annual
12/17/2012	\$	1,000,000.00	2.90%	15 Years	12/17/2027	Semi-Annual
12/10/2012	\$	1,000,000.00	3.00%	18 Years	12/10/2030	Semi-Annual

CORE ACCOUNT TOTAL

\$ 28,585,709.27



Santa Fe County Investment Schedule - Operational Account **Patrick "Pat" Varela Treasurer**



FIXED INCOME HOLDINGS

Fannie Mae Bond-Cusip #3136FPAB3 (2601 Acct.)	8/18/2010	\$	1,000,000.00	2.00%	5 Years	8/18/2015	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313379PG8 (2601 Acct.)	6/18/2012	\$	99,774.00	1.00%	8 Years 6 Mo.	12/4/2020	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313379PG8 (2601 Acct.)	6/18/2012	\$	648,531.00	1.00%	8 Years 6 Mo.	12/4/2020	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313379PG8 (2601 Acct.)	6/18/2012	\$	249,375.00	1.00%	8 Years 6 Mo.	12/4/2020	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313379T82 (2601 Acct.)	6/28/2012	\$	1,000,000.00	1.77%	7 Years	6/28/2019	Semi-Annual
Freddie Mac Bond-Cusip #3134G3XG0 (2601 Acct.)	6/28/2012	\$	\$1,496,250.00	1.50%	7 Years	6/28/2019	Semi-Annual
Freddie Mac Bond-Cusip #3134G3XH8 (2601 Acct.)	6/28/2012	\$	\$1,500,000.00	1.13%	5 Years	6/28/2017	Semi-Annual
Federal Nat'l Mfg. Bond-Cusip #3136G0V40 (2601 Acct.)	8/7/2012	\$	996,740.00	1.00%	7 Years	7/30/2019	Semi-Annual
Freddie Mac Bond-Cusip #3134G3C32 (2601 Acct.)	8/22/2012	\$	999,000.00	1.50%	7 Years 3 Mo.	11/22/2019	Semi-Annual
Freddie Mac Bond-Cusip #3134G3C32 (2601 Acct.)	8/22/2012	\$	998,000.00	1.53%	7 Years 3 Mo.	11/22/2019	Semi-Annual
Freddie Mac Bond-Cusip #3134G3F54 (2601 Acct.)	8/27/2012	\$	654,017.50	1.52%	7 Years	8/27/2019	Semi-Annual
Fannie Mae Bond-Cusip #3136G0B42 (2601 Acct.)	10/5/2012	\$	1,119,708.80	1.01%	7 Years	9/26/2019	Semi-Annual
Fannie Mae Bond-Cusip #3136G0B42 (2601 Acct.)	10/5/2012	\$	149,961.00	1.01%	7 Years	9/26/2019	Semi-Annual
Fannie Mae Bond-Cusip #3135G0PU1 (2601 Acct.)	10/11/2012	\$	1,000,000.00	1.00%	5 Years	10/11/2017	Semi-Annual
Fannie Mae Bond-Cusip #3135G0PU1 (2601 Acct.)	12/19/2012	\$	1,000,000.00	1.12%	6 Years	12/19/2018	Semi-Annual
Federal Farm Credit Bond-Cusip #3133ECAM6 (2601 Acct.)	12/26/2012	\$	1,000,000.00	1.07%	6 Years	12/26/2018	Semi-Annual
Fannie Mae Bond-Cusip #3136G16Y0 (2601 Acct.)	12/27/2012	\$	999,450.00	1.03%	7 Years	12/27/2019	Semi-Annual
Fannie Mae Bond-Cusip #3136G13V9 (2601 Acct.)	1/4/2013	\$	754,602.19	2.02%	6 Years 1 Mo.	2/1/2019	Semi-Annual
Federal Nat'l Mfg. Bond-Cusip #31358BA46 (2601 Acct.)	1/30/2013	\$	3,000,000.00	0.70%	5 Years	1/30/2018	Semi-Annual
Fannie Mae Bond-Cusip #3136G1AQ2 (2601 Acct.)	4/18/2013	\$	929,362.95	0.47%	3 Years 3 Mo.	7/12/2016	Semi-Annual
Federal Farm Credit Bond-Cusip #3133ECLB8 (2601 Acct.)	4/18/2013	\$	2,893,344.00	0.79%	4 Years 7 Mo.	11/30/2017	Maturity Date
Financing Corp. Prm. Bond-Cusip #31771EAK7 (2601 Acct.)	4/18/2013	\$	1,960,372.00	0.55%	3 Years 7 Mo.	11/30/2018	Maturity Date
Fing Corp Fico Bond-Cusip #31771JMK3 (2601 Acct.)	5/15/2013	\$	1,448,000.00	0.75%	5 Years	5/15/2018	Semi-Annual
Federal Nat'l Mfg. Bond-Cusip #3136G1KVO (2601 Acct.)	5/15/2013	\$	3,000,000.00	0.63%	5 Years	5/15/2018	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313382WC3 (2601 Acct.)	5/28/2013	\$	5,000,000.00	0.75%	4 Years 6 Mo.	11/28/2017	Semi-Annual
Federal Home Loan Mfg. Bond-Cusip #3134G44N5 (2601 Acct.)	7/15/2013	\$	1,448,527.51	0.50%	6 Years 10 Mo.	5/22/2020	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313382YF4 (2601 Acct.)	8/21/2013	\$	1,876,459.33	0.6%-2.40	4 Years 3 Mo.	11/14/2017	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313383UK5 (2601 Acct.)	8/26/2013	\$	2,472,450.00	0.75-2.59%	6 Years 9 Mo.	5/20/2020	Semi-Annual
Federal Home Loan Bank Bond-Cusip #313382Z55 (2601 Acct.)	3/12/2014	\$	3,000,000.00	0.7500-2.472%	2 Years 9 Mo.	12/12/2018	Semi-Annual
Federal Home Loan Mfg. Corp Bond-Cusip #3134G4WM6 (2601 Acct.)	3/10/2014	\$	1,977,144.00	1.22%	4 Years 2 Mo.	5/21/2018	Semi-Annual
Federal Nat'l Mfg. Bond-Cusip #3135G0WJ8 (2601 Acct.)	3/19/2014	\$	2,002,711.28	0.85%	3 Years 5 Mo.	8/28/2017	Semi-Annual
Federal Nat'l Mfg. Bond-Cusip #3135G0MZ3 (2601 Acct.)	4/14/2014	\$	1,997,816.67	1.27%	4 Years	4/17/2018	Semi-Annual
Fannie Mae Bond-Cusip #3135G0WD1 (2601 Acct.)	5/1/2014	\$	1,000,000.00	1.07%	3 Years 4 Mo.	8/1/2017	Semi-Annual
Federal Farm Credit Bond-Cusip #3133EDKP6 (2601 Acct.)	7/21/2014	\$	2,031,396.80	1.48%	4 Years 3 Mo.	10/15/2018	Semi-Annual
Tennessee Valley Auth. Note- Cusip #880591EQ1 (2601 Acct.)	7/31/2014	\$	550,381.39	0.39	1 Yr. 8 Mo.	3/11/2016	Semi-Annual
Federal Home Loan Bank Bond-Cusip #31333XFGT7 (2601 Acct.)	7/31/2014	\$	401,692.67	0.18%	1 Yr. 2 Mo.	9/18/2015	Semi-Annual
Freddie Mac Bond-Cusip #3134G36F2 (2601 Acct.)	7/31/2014	\$	251,200.63	0.18%	1 Yr. 2 Mo.	9/4/2015	Semi-Annual
Freddie Mac Bond-Cusip #3134G3J76 (2601 Acct.)	7/31/2014	\$	250,940.94	0.17%	1 Yr. 1 Mo.	8/28/2015	Semi-Annual
Federal Home Loan Bank Bond-Cusip #3130A2QH2 (2601 Acct.)	7/31/2014	\$	249,896.74	0.17%	1 Year	7/29/2015	Semi-Annual
Federal Home Loan Bank Bond-Cusip #3130A1P69 (2601 Acct.)	8/1/2014	\$	500,220.69	0.24%	1 Yr. 2 Mo.	10/30/2015	Maturity Date
Freddie Mac Bond-Cusip #3137EADS5 (2601 Acct.)	8/1/2014	\$	503,730.35	0.65%	2 Yrs. 2 Mo.	10/14/2016	Maturity Date
Fannie Mae Bond-Cusip #3135G0QK2 (2601 Acct.)	1/21/2015	\$	3,010,520.83	1.57%	4 Yrs. 9 Mo.	10/4/2019	Maturity Date
Federal Home Loan Mfg. Bond-Cusip #3134G5ZJ7 (2601 Acct.)	3/26/2015	\$	2,998,323.00	1.22%	3 Years	1/30/2018	Maturity Date
Federal Home Loan Bank Bond-Cusip #3130AAJ29 (2601 Acct.)	3/26/2015	\$	2,000,000.00	1.00-3.00%	3 Years	3/26/2018	Semi-Annual
Tennessee Valley Authority Bond-Cusip #880591CU4 (2601 Acct.)	3/18/2015	\$	2,100,515.95	98.36%	2 Yrs. 9 Mo.	12/15/2017	Maturity Date



Santa Fe County Investment Schedule - Operational Account Cont. **Patrick "Pat" Varela Treasurer**



TAXABLE HOLDINGS

Security Description	Purchase Date	Invested Amount	Effective Annual Interest Rate	Term	Maturity Date	Interest Check to be Paid
New Mexico Authority Bond-Cusip # 64711NUU7 (2601 Acct.)	6/11/2014	\$ 520,000.00	0.62%	2 Years	6/15/2016	Maturity Date
New Mexico Authority Bond-Cusip #64711NUV5 (2601 Acct.)	6/11/2014	\$ 500,000.00	1.16%	3 Years	6/15/2017	Maturity Date
Sandoval County Authority Bond-Cusip # 800051AW4 (2601 Acct.)	8/5/2014	\$ 483,585.89	1.50%	3 Years 10 Mo.	6/1/2018	Semi-Annually
New Mexico St. University Board of Regions Cusip # 647421BE5 (2601 Acct.)	9/9/2014	\$ 571,556.81	1.9	4 Yrs 7. Mo.	4/1/2019	Semi-Annually
Albuquerque NM General Obligation Bond-Cusip #0135182M6 (2601 Acct.)	3/18/2015	\$ 587,847.22	1.052	4 Yrs. 7 Mo	7/1/2019	Semi-Annually

GRAND TOTAL CHARLES SCHWAB

\$ 103,695,814.23

Positions for account SF County Operations XXXX-8535 as of 01:18 PM ET, 05/13/2015

Symbol	Description	Quantity	Price	Market Value	% Of Accou	Security Type
0135182M6	ALBUQUERQUE NM 5%19 GO UTX DUE 07/01/19	500,000	\$114.68	\$573,385.00	0.69%	Fixed Income
013493GH8	ALBUQUERQUE NM WTR 5%19 UTIL COMB DUE 07/01	1,000,000	\$114.55	\$1,145,470.00	1.38%	Fixed Income
3136G1AQ2	FANNIE MAE 0.7%18 DUE 01/30/18 MULTI STEP CPN	3,000,000	\$99.91	\$2,997,327.00	3.60%	Fixed Income
3136G1KV0	FANNIE MAE 0.75%18 DUE 05/15/18 MULTI STEP CPN	1,448,000	\$99.71	\$1,443,768.94	1.74%	Fixed Income
3135G0MZ3	FANNIE MAE 0.875%17 DUE 08/28/17	2,000,000	\$100.17	\$2,003,304.00	2.41%	Fixed Income
3135G0WJ8	FANNIE MAE 0.875%18 DUE 05/21/18	2,000,000	\$99.38	\$1,987,624.00	2.39%	Fixed Income
3135G0PU1	FANNIE MAE 1%17 DUE 10/11/17	1,000,000	\$99.62	\$996,223.00	1.20%	Fixed Income
3136G16V0	FANNIE MAE 1.07%18 DUE 12/26/18	1,000,000	\$99.21	\$992,113.00	1.19%	Fixed Income
3135G0WD1	FANNIE MAE 1.1%18 DUE 04/17/18	2,000,000	\$99.49	\$1,989,840.00	2.39%	Fixed Income
3136G0VM0	FANNIE MAE 1.125%19 DUE 07/30/19 MULTI STEP CPN	1,000,000	\$99.52	\$995,193.00	1.20%	Fixed Income
3136G0B42	FANNIE MAE 1.25%19 DUE 09/26/19 MULTI STEP CPN	1,270,000	\$99.26	\$1,260,586.76	1.51%	Fixed Income
3136G13V9	FANNIE MAE 1.25%19 DUE 12/27/19 MULTI STEP CPN	1,000,000	\$99.51	\$995,118.00	1.20%	Fixed Income
3135G0QK2	FANNIE MAE 1.55%19 DUE 10/04/19	3,000,000	\$98.93	\$2,967,768.00	3.57%	Fixed Income
3136FPAB3	FANNIE MAE 2%15 DUE 08/18/15	1,000,000	\$100.50	\$1,004,999.00	1.21%	Fixed Income
313588AA6	FANNIE MAE STRIP 0%19 DUE 02/01/19 STRIP FM 0%0	853,000	\$93.57	\$798,109.45	0.96%	Fixed Income
3130A2QH2	FED HM LN BKS 0.125%15 DUE 07/29/15	250,000	\$100.01	\$250,015.75	0.30%	Fixed Income
3134G5ZJ7	FEDERAL HOME LN M 1.2%18 DUE 01/30/18	3,000,000	\$99.74	\$2,992,311.00	3.60%	Fixed Income
3133ECLB8	FFCB 0.45%16 DUE 07/12/16	930,000	\$99.93	\$929,388.06	1.12%	Fixed Income
3133EDKP6	FFCB 1.07%17 DUE 09/01/17	1,000,000	\$100.54	\$1,005,359.00	1.21%	Fixed Income
3133ECAM6	FFCB 1.12%18 DUE 12/19/18	1,000,000	\$99.07	\$990,746.00	1.19%	Fixed Income
3130A1P69	FHLB 0.23%15 DUE 10/30/15	500,000	\$100.02	\$500,105.50	0.60%	Fixed Income
313383V81	FHLB 0.375%15 DUE 08/28/15	250,000	\$100.08	\$250,202.25	0.30%	Fixed Income
313383UK5	FHLB 0.6%17 DUE 11/14/17 MULTI STEP CPN	1,880,000	\$100.08	\$1,881,526.56	2.26%	Fixed Income
313382WC3	FHLB 0.625%18 **CALLED** @PAR EFF: 05/15/15	3,000,000	\$100.00	\$3,000,048.00	3.61%	Fixed Income
313382ZS5	FHLB 0.75%20 DUE 05/20/20 MULTI STEP CPN	2,650,000	\$98.89	\$2,620,484.30	3.15%	Fixed Income
3130A4J29	FHLB 1%18 DUE 03/26/18 MULTI STEP CPN	2,000,000	\$100.09	\$2,001,756.00	2.41%	Fixed Income
313382YF4	FHLB 1.2%20 DUE 05/22/20 MULTI STEP CPN	1,490,000	\$100.01	\$1,490,217.54	1.79%	Fixed Income
313379PG8	FHLB 1.25%20 DUE 12/04/20 MULTI STEP CPN	1,000,000	\$100.06	\$1,000,564.00	1.20%	Fixed Income
313379T82	FHLB 1.77%19 DUE 06/28/19	1,000,000	\$100.02	\$1,000,226.00	1.20%	Fixed Income
3133XFGT7	FHLB 5.375%16 DUE 03/11/16	500,000	\$104.21	\$521,026.50	0.63%	Fixed Income
31771JMK3	FINANCING CO STRIP 0%16 DUE 11/30/16 STRIP FM 0%	2,000,000	\$98.79	\$1,975,752.00	2.37%	Fixed Income

31771EAK7	FINANCING CO STRIP 0%17 DUE 11/30/17 STRIP FM 0%	3,000,000	\$96.95	\$2,908,524.00	3.50% Fixed Income
3134G36F2	FREDDIE MAC 0.42%15 DUE 09/18/15	400,000	\$100.11	\$400,424.00	0.48% Fixed Income
3134G3J76	FREDDIE MAC 0.45%15 DUE 09/04/15	250,000	\$100.10	\$250,258.50	0.30% Fixed Income
3134G4WM6	FREDDIE MAC 0.75%16 DUE 12/12/16	3,000,000	\$100.04	\$3,001,263.00	3.61% Fixed Income
3134G44N5	FREDDIE MAC 0.75%17 DUE 11/28/17	5,000,000	\$99.70	\$4,984,750.00	5.99% Fixed Income
3137EADS5	FREDDIE MAC 0.875%16 DUE 10/14/16	500,000	\$100.48	\$502,406.50	0.60% Fixed Income
3134G3XH8	FREDDIE MAC 1.125%17 DUE 06/28/17	1,500,000	\$100.11	\$1,501,645.50	1.80% Fixed Income
3137EADK2	FREDDIE MAC 1.25%19 DUE 08/01/19	2,000,000	\$99.00	\$1,980,012.00	2.38% Fixed Income
3134G3XG0	FREDDIE MAC 1.5%19 DUE 06/28/19	1,500,000	\$99.00	\$1,484,962.50	1.78% Fixed Income
3134G3F54	FREDDIE MAC 1.5%19 DUE 08/27/19	655,000	\$98.86	\$647,536.28	0.78% Fixed Income
3134G3C32	FREDDIE MAC 1.5%19 DUE 11/22/19	2,000,000	\$98.48	\$1,969,634.00	2.37% Fixed Income
64711NUU7	NM FA 0.617%16 AUTH FINL DUE 06/15/16 TAXBL	520,000	\$99.99	\$519,968.80	0.62% Fixed Income
64711NUV5	NM FA 1.155%17 AUTH FINL DUE 06/15/17 TAXBL	500,000	\$100.15	\$500,760.00	0.60% Fixed Income
647421BE5	NM ST UNIV REGT 4.715%19 EDUC PUB DUE 04/01/19	500,000	\$110.54	\$552,680.00	0.66% Fixed Income
800051AW4	SANDOVAL CN MN 1.952%18 IDR COMP DUE 06/01/18	475,000	\$101.43	\$481,783.00	0.58% Fixed Income
880591EQ1	TENNESSEE VLY AU 1.75%18 DUE 10/15/18	2,000,000	\$101.76	\$2,035,168.00	2.45% Fixed Income
880591CU4	TENNESSEE VLY AU 6.25%17 DUE 12/15/17	1,814,000	\$113.48	\$2,058,587.06	2.47% Fixed Income
Cash & Money Marke	--	--	--	\$12,869,601.92	15.47% Cash and Money Marke
Account Total	--	--	--	\$83,210,522.67	N/A

Positions for account SF County CORE Acct XXXX-3300 as of 01:36 PM ET, 05/13/2015

Symbol	Description	Quantity	Price	Market Value	% Of Acct.	Security Type
3136G0TM3	FANNIE MAE 2%21 DUE 10/26/21	500,000	\$97.54	\$487,696.00	1.62%	Fixed Income
3136G13X5	FANNIE MAE 2.25%23 DUE 12/27/23	1,000,000	\$96.39	\$963,893.00	3.21%	Fixed Income
3136G0VE8	FANNIE MAE 2.25%24 DUE 11/20/24	2,000,000	\$95.06	\$1,901,228.00	6.33%	Fixed Income
3136G0XM8	FANNIE MAE 2.3%22 DUE 08/26/22	1,000,000	\$96.51	\$965,071.00	3.21%	Fixed Income
3136G12P3	FANNIE MAE 3%30 DUE 12/10/30	1,000,000	\$93.50	\$934,961.00	3.11%	Fixed Income
3133EA2Q0	FFCB 2.07%21 DUE 09/27/21	1,000,000	\$98.12	\$981,201.00	3.27%	Fixed Income
3133EAD39	FFCB 2.28%23 DUE 02/01/23	1,000,000	\$96.33	\$963,326.00	3.21%	Fixed Income
3133EC6X7	FFCB 2.58%25 DUE 12/11/25	1,000,000	\$94.09	\$940,854.00	3.13%	Fixed Income
3133EA2R8	FFCB 2.74%25 DUE 10/01/25	1,000,000	\$95.73	\$957,251.00	3.19%	Fixed Income
3133EC6T6	FFCB 2.92%27 DUE 12/13/27	1,000,000	\$95.03	\$950,293.00	3.16%	Fixed Income
313380SR9	FHLB 1.25%22 DUE 10/18/22 MULTI STEP C	1,000,000	\$97.44	\$974,377.00	3.24%	Fixed Income
3.13E+40	FHLB 1.75%27 DUE 11/26/27 MULTI STEP C	1,000,000	\$97.37	\$973,712.00	3.24%	Fixed Income
313381BJ3	FHLB 2.19%22 DUE 11/28/22	1,000,000	\$97.57	\$975,710.00	3.25%	Fixed Income
313380SK4	FHLB 2.2%21 DUE 10/15/21	1,000,000	\$98.70	\$493,498.50	1.64%	Fixed Income
313380B30	FHLB 2.2%22 DUE 08/15/22	1,000,000	\$97.47	\$974,712.00	3.24%	Fixed Income
313380DJ3	FHLB 2.24%22 DUE 08/22/22	1,500,000	\$97.46	\$1,461,867.00	4.87%	Fixed Income
313380D87	FHLB 2.25%22 DUE 08/08/22	1,500,000	\$95.99	\$1,439,856.00	4.79%	Fixed Income
313381CK9	FHLB 2.32%23 DUE 12/07/23	1,000,000	\$97.08	\$970,791.00	3.23%	Fixed Income
313381B95	FHLB 2.65%25 DUE 11/21/25	2,000,000	\$96.21	\$1,924,252.00	6.41%	Fixed Income
313381EF8	FHLB 2.69%27 DUE 12/07/27	1,000,000	\$92.82	\$928,157.00	3.09%	Fixed Income
313381FB6	FHLB 2.9%27 DUE 12/17/27	2,000,000	\$94.74	\$1,894,840.00	6.31%	Fixed Income
313381DB8	FHLB 2.98%27 DUE 12/07/27	1,000,000	\$93.92	\$939,190.00	3.13%	Fixed Income
313380PA9	FHLB 3%27 DUE 09/27/27	1,000,000	\$96.79	\$967,893.00	3.22%	Fixed Income
313379PB9	FHLB 3.24%27 DUE 06/14/27	1,000,000	\$97.89	\$599,992.42	2%	Fixed Income
3134G3A75	FREDDIE MAC 2.55%25 DUE 11/21/25	1,500,000	\$95.03	\$1,425,454.50	4.75%	Fixed Income
912828UC2	US TREASUR NT 0.25%12/15 UST NOTE DU	50,000	\$100.06	\$50,031.25	0.17%	Fixed Income
Cash & Money Market	--	--	--	\$2,998,082.92	9.98%	Cash and Money Mark
Account Total	--	--	--	\$30,038,190.59	N/A	--



Positions for account SFC GOB 2011 Refund XXXX-2222 as of 01:28 PM ET, 05/13/2015

Symbol	Description	Quantity	Price	Market Value	% Of Accou. Security Type
912796EN5	US TREASURY BILL15 U S T BILL DUE 07/23/15	4,732,000	\$100.00	\$4,731,858.04	47.88% Fixed Income
Cash & Money Market	--	--	--	\$5,150,703.87	52.12% Cash and Money Mark
Account Total	--	--	--	\$9,882,561.91	N/A --



Positions for account SFC GOB 2013 Ser A XXXX-5851 as of 01:31 PM ET, 05/13/2015

Symbol	Description	Market Value	Capital Gain	% Of Account	Security Type
Cash & Money Market	--	\$9,096,448.51	--	100%	Cash and Money Market
Account Total	--	\$9,096,448.51	N/A	N/A	-- -- --

Schedule B
Custody Agreement
CUSTODIAL SERVICES

Custodian is responsible for safekeeping the Property in the Account and performing the following administrative duties.

1. Upon the receipt of Proper Instructions, Custodian shall disburse monies from the Account in the following circumstances.

(a) To purchase securities for the Account, subject to the Agreement's terms respecting payment versus delivery.

(b) In connection with loans from the Account.

(c) To meet any collateral or margin requirements relating to the Account or any security held therein.

(d) For the payment of any expense or liability incurred by the Account including, but not limited to, taxes, administration, investment advisory, accounting, auditing, legal, and other operating expenses of the Account.

(e) For the funding of any uncertificated time deposit or other interest-bearing account with a banking institution (including Custodian), which deposit or account has a term of one year or less.

(f) For any other proper purpose, provided that the Proper Instructions relating to any such disbursement specify the amount and purpose of the payment, name the person or persons to whom payment is to be made, and include such other information as Custodian may reasonably request.

2. Upon the receipt of Proper Instructions, Custodian shall release and deliver, or cause a sub-custodian (Fifth Third Bank) or securities depository to release and deliver, securities from the Account in the following circumstances.

(a) Upon the sale, redemption, retirement or return of securities in the Account, or in connection with any tender offer, conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, exchange offer, or similar transaction relating to securities in the Account, subject to the Agreement's terms respecting delivery versus payment.

(b) As security in connection with any borrowings by Depositor requiring a pledge of assets of the Account, but only against receipt by Custodian of the amounts borrowed.

(c) To meet any collateral or margin requirements relating to the Account or any security held therein.

(d) To brokers, clearing banks or other clearing agents for examination or trade execution in accordance with market custom.

(e) For any other proper purpose, provided that the Proper Instructions relating to any such delivery specify the securities to be delivered and the purpose of the delivery, name the person or persons to whom payment is to be made, and include such other information as Custodian may reasonably request.

3. Unless otherwise directed by Proper Instructions, Custodian shall use reasonable efforts to collect all income and other amounts due and payable to the Account with respect to securities held therein, and shall promptly credit the amounts collected to the Account. Custodian may endorse and deliver any instrument which, in its reasonable discretion, is required to be endorsed and delivered to effect collection of amounts due and payable to the Account.

4. Unless otherwise directed by Proper Instructions, Custodian shall execute on behalf of Depositor any and all ownership certificates, affidavits or other disclosures it reasonably believes to be

required by applicable law or established market practice in connection with the receipt of income, capital gains or other payments by the Account, or in connection with the sale, purchase or ownership of securities.

5. Custodian shall deliver, or cause to be delivered, to Depositor copies of all proxies, proxy soliciting materials, notices, or other information or documents materially affecting or relating to securities in the Account, which are received by Custodian or any nominee, and which Custodian reasonably believes are intended for the beneficial owner of the securities. Depositor understands and agrees that Custodian may not always receive such materials in sufficient time to permit Depositor to take action with respect thereto

6. Custodian shall deliver to Depositor, on a quarterly basis, a list of the Property held in the Account, the value of that Property as of the last day of the reporting period, and information about all transactions occurring within the Account during that previous quarter.

7. Custodian shall deliver to Depositor, on an annual basis, summary tax information respecting the Property in the Account.

8. Custodian may perform any other duties not otherwise specified in Schedule B that would be considered usual and customary duties related to the administration of the Account, or the purchase, sale or exchange of securities held therein, as are typically performed by a custodian of financial assets, except as otherwise specified by Proper Instructions.

9. Custodian shall have Form 1099-R prepared and sent to the annuity recipient each year. In addition, Custodian shall have a Combined Year End Tax Form prepared and sent to Depositor. The preparation fee for each 1099-R and Combined Year End Tax Form shall be \$100.00 unless designated differently on the fee schedule.

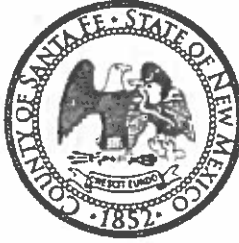
Schedule C
Custody Agreement
CUSTODIAL FEE SCHEDULE

The annual fee will be 2 Basis Points (2/1000) annually of market value of assets in custody calculated and billed monthly.

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: Board of County Commissioners

Via: Katherine Miller, County Manager
Bernadette Salazar, Human Resources Director 

Date: May 27, 2015

Re: Request Approval of Amendment No. 3 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters

BACKGROUND AND SUMMARY

The Santa Fe County Board of County Commissioners approved the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters (CBA) in November 2012. Amendment number 1 to the CBA, adopted on July 30, 2013 allowed the right for each party to re-open one (1) financial article no earlier than September 1, 2014. Amendment number 2 allowed for increased employer contributions to insurance premiums for bargaining unit employees. After extensive negotiations for that financial reopener, the parties agreed to increase the number of training hours to include an additional eight (8) hours of training for all bargaining unit members to be completed by June 30, 2015.

ACTION REQUESTED

The Union and Management Teams request approval of the attached draft Amendment No. 3 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters. Thank you for your consideration.

Attachment:

Amendment No.3 to the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters

**AMENDMENT NO. 3
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

THIS AMENDMENT is made and entered into as of this 9th day of June 2015, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters (herein referred to as "the Union").

WHEREAS, the County and the Union entered into the Collective Bargaining Agreement effective November 13, 2013 to August 30, 2015;

WHEREAS, on July 30, 2013 the parties entered into Amendment No. 1 to the Collective Bargaining Agreement in order to increase employer contributions to insurance premiums;

WHEREAS, on June 27, 2014 the parties entered into Amendment No. 2 to the Collective Bargaining Agreement in order to increase employer contributions to insurance premiums as both parties agreed that although Article 23, Insurance, was not open for renegotiation, they desired to have bargaining unit members receive the benefit of increased employer contributions to insurance premiums which will be provided to non-bargaining unit employees of Santa Fe County; and

WHEREAS, Article 29, Wages states each party reserves the right to re-open one (1) financial article no earlier than September 1, 2014;

WHEREAS, both parties agree that training is a very important component of daily operations and growth of employees and should form the basis for the amendment to the Collective Bargaining Agreement resulting from the re-opening of a financial article pursuant to Article 29, Wages.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **ARTICLE 29: WAGES** is hereby amended to add the following subsection:

"E. Eight (8) hours of additional training will be offered to all bargaining unit members to be completed by June 30, 2015."

2. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY

Robert A. Anaya, Chairperson

Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory S. Shaffer, Santa Fe County Attorney

6-1-15

Date

SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366, IAFF:



Pedro Nandino, Union President

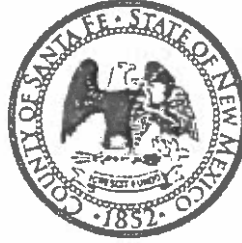
6/2/2015

Date

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

DATE: June 2, 2015

TO: Board of County Commissioners

FROM: Bill Taylor, Purchasing Manager *BT*

VIA: Katherine Miller, County Manager *KM*
Jeff Trujillo, ASD Director
James Ron Pacheco, Housing Director

ITEM AND ISSUE: BCC Meeting June 9, 2015

REQUEST RATIFICATION OF THE COUNTY MANAGER'S SIGNATURE APPROVAL OF CONTRACT AMENDMENT NO. 2014-0276-HO/BT WITH BOYS & GIRLS CLUBS OF SANTA FE/DEL NORTE TO PROVIDE AFTER-SCHOOL AND SUMMER PROGRAM SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$260,000 EFFECTIVE JUNE 3, 2015 THROUGH MAY 31, 2016 (PURCHASING/BILL TAYLOR)

SUMMARY:

The Professional Services Agreement No. 2014-0276-HO/BT with Boys & Girls Clubs of Santa Fe/Del Norte to provide after school and summer programs for Santa Fe County youth was expiring on June 3, 2015. In order to avoid the Agreement from expiring, the County Manager signed and executed the Agreement with the intent to present the Amendment to this Board for ratification.

The Amendment increases the total compensation of the Agreement to over \$250,000 which requires BCC approval and also extends the term of the Contract from June 3, 2015 through May 31, 2016.

BACKGROUND:

On March 30, 2014 the Purchasing Division issued RFP #2014-0276-HO/PL for after school and summer programs for the youth in Santa Fe County. In June 3, 2014, the County and the Contractor entered into an agreement as a result of the RFP Selection.

The Contractor has provided the programs and services that are required by County and the County is satisfied with the Contractor's performance thus far under this Agreement.

ACTION REQUESTED:

The Purchasing Division and the County Housing Operation are requesting the Board of County Commissioners ratify the County Manager signature approval of the Amendment to Agreement # 2014-0276-HO/BT to increase the compensation by an additional \$130,000 for a total Agreement amount not to exceed \$260,000 and extend the term for an additional one (1) year term.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH BOYS & GIRLS CLUBS OF SANTA FE/DEL NORTE**

THIS AMENDMENT is made and entered into this _____ day of _____, 2015 by and between **Santa Fe County** (hereinafter "County"), a political subdivision of the State of New Mexico, and **Boys & Girls Clubs of Santa Fe/Del Norte**, a non-profit registered to do business in new Mexico, whose business address is 730 Alto Street, Santa Fe, NM 87501, hereinafter referred to as the "Contractor."

WHEREAS, by Agreement No. 2014-0276-HO/PL dated June 3, 2014, the County and the Contractor entered into an agreement whereby Contractor will provide after-school and summer program services for the Santa Fe County Housing Department; and

WHEREAS, the Agreement is due to expire June 3, 2015 and the County wishes to have the Contractor continue to provide services for the summer of 2015 and the Contractor is willing to render such services; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), all amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, the parties wish to amend Agreement No. 2014-0276-HO/PL to extend the term through June 30, 2016 and increase compensation by \$129,999.99 for a not-to-exceed contract sum of \$259,999.99, inclusive of New Mexico gross receipts tax.

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

1. Section 2. (Compensation, Invoicing, and Set-Off), subpart A.1) is deleted in its entirety and replace with the following:

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

1) For services provided in June, July and August, 2014, the County shall pay to the Contractor nineteen thousand three hundred thirty three dollars and thirty three cents (\$19,333.33) each month. For September through May 31, 2015, the County shall pay to the Contractor eight thousand dollars (\$8,000.00) each month.

2) The total amount payable to the Contractor under the term of this Agreement shall not exceed one hundred thirty thousand dollars (\$130,000.00), inclusive of NM gross receipts tax.

3) By Amendment No. 1 to this Agreement, for services provided in June, July and August, 2015, the County shall pay to the Contractor nineteen thousand three hundred thirty three dollars and thirty three cents (\$19,333.33). For September through May 31, 2016, the County shall pay to the Contractor eight thousand dollars (\$8,000.00) each month.

4) By Amendment No. 1 to this Agreement, the total amount payable to the Contractor under this Agreement, shall not exceed one hundred eighty seven thousand nine hundred ninety nine dollars (\$259,999.99), inclusive of NM gross receipts tax.

2. Renumber A.2) as A.5).

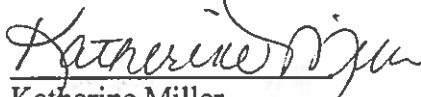
3. Section 3 (Effective Date and Term) is amended by inserting a subparagraph "a" to read as follows:

a. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from June 3, 2015 to May 31, 2016.

4. All other provisions of Agreement No. 2014-0276-HO/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

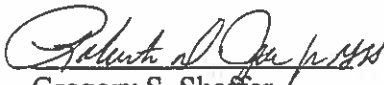
IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

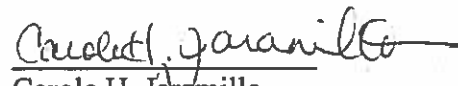
Date 6.3.15

Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

Date 6-2-15

Finance Department


Carole H. Jaramillo
Finance Director

Date 6/2/15

CONTRACTOR

Signature and title

Date _____



