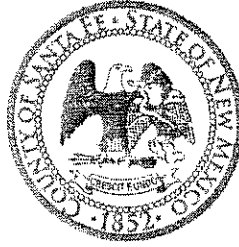


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *January 31, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager*

VIA: *Katherine Miller, County Manager
Stephanie Schardin Clarke, Finance Director
Pablo Sedillo III, Director of Public Safety*

ITEM AND ISSUE: *BCC Meeting February 13, 2018*

Request Approval of Amendment No. 3 to Agreement No. 2015-0063-CORR/IC with Keefe Group for Commissary Services for the Adult Detention Facility and Youth Development Program to Extend the Term of the Agreement and Increase Compensation In the Amount of \$300,000 For a Total Not to Exceed Amount of \$1,500,000.00, Exclusive of GRT and Grant Signature Authority to the County Manager to Sign the Purchase Order. (Bill Taylor, Purchasing Division)

ISSUE:

The Purchasing Division requests approval of Amendment No. 3 to Agreement No. 2015-0063-CORR/IC with Keefe Group to provide commissary services to the inmates and residents at the Santa Fe County Adult Detention Facility (ADF) and Youth Development Program (YDP). Amendment No. 3 extends the term of the Agreement from February 24, 2018 to February 24, 2019 and increases the amount payable to the Contractor by \$300,000.00 for a total not to exceed amount of \$1,500,000.00 exclusive of NM grt.

BACKGROUND:

Santa Fe County Corrections Department requires commissary services to operate and manage a comprehensive commissary program for the inmates and residents at the Adult Detention Facility and Youth Development Program. The initial term of the Agreement was for 2 years with the option for the County to extend the term on a year to year basis thereafter. Amendment No. 1 revised the

Agreement to include New Mexico gross receipts tax on all sales (non-consumable and consumable items). Amendment No. 2 extended the term of the Agreement through February 24, 2018. This Amendment No. 3 will extend the term of the Agreement an additional year through February 24, 2019, this is the last extension allowable under this agreement.

ACTION REQUESTED:

The Purchasing Division requests approval of Amendment No. 3 to Agreement No. 2015-0063-CORR/IC with Keefe Group to extend the term of the Agreement from February 24, 2018 to February 24, 2019 and increase compensation payable to the Contractor for a not to exceed amount of \$1,500,000 exclusive of NM grt and grant signature authority to the County Manager to sign the Purchase Order.

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICE AGREEMENT
WITH KEEFE GROUP TO
PROVIDE COMMISSARY SERVICES FOR THE ADULT DETENTION FACILITY
AND YOUTH DEVELOPMENT PROGRAM**

THIS AMENDMENT is made and entered into as of this ___ day of _____, 2018 by and between **Santa Fe County**, hereinafter referred to as "the County", a political subdivision of the State of New Mexico, and **Keefe Group**, whose business address is 13870 Corporate Woods Trail, Bridgeton MO 63044, hereafter referred to as "the Contractor".

WHEREAS, on February 24, 2015, the County and the Contractor entered into Agreement No. 2015-0063-CORR/IC (Agreement) for the Contractor to manage the commissary operations of the County's Adult Detention Facility (ADF) and Youth Development Program (YDP), located in Santa Fe County; and

WHEREAS, Amendment No. 1 to the Agreement revised the Agreement to include New Mexico gross receipts tax (NM grt) on all sales (Non-Consumable and Consumable items); Amendment No. 2 to the Agreement amended the Agreement to extend the term to February 24, 2018; and

WHEREAS, according to Article 14 (No Oral Modification; Written Amendments Required) of the Agreement the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by this Amendment No. 3 the parties wish to amend the Agreement to extend the term of the Agreement from February 24, 2018 to February 24, 2019, and increase compensation payable to the Contractor by \$300,000.00 for a not to exceed amount of \$1,500,000.00, exclusive of NM grt.

NOW, THEREFORE, the parties agree as follows:

1. Article 2 (Effective Date and Term) is amended by inserting a subparagraph b) to read:

b) By Amendment No. 3, the term of this Agreement is extended from February 24, 2018 to February 24, 2019, unless earlier terminated pursuant to Section 5 (Termination) or 6 (Appropriations) of this Agreement.

2. Article 3 (Compensation, Invoicing and Payment) subparagraph A is amended by inserting a subparagraph 1) to read:

1) By Amendment No. 3. to this Agreement, the compensation payable to the Contractor is increased by \$300,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$1,500,000.00, exclusive of NM grt.

3. All other provisions of the Agreement not specifically amended or modified by Amendments No. 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 last date of signature below.

SANTA FE COUNTY:

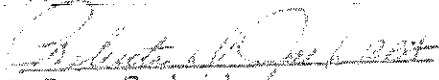
_____, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date


Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department:



Stephanie Schardin Clarke
Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print name)

(Print title)

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH KEEFE GROUP TO
PROVIDE COMMISSARY SERVICES FOR THE
ADULT DETENTION FACILITY AND YOUTH DEVELOPMENT PROGRAM**

THIS AMENDMENT is made and entered into this 13th day of January, 2017 by and between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, and Keefe Group, whose business address is 13870 Corporate Woods Trail, Bridgeton, MO, 63044, hereinafter referred to as the "Contractor."

WHEREAS, by Agreement No. 2015-0063-CORR/IC dated February 24, 2015, the County and the Contractor entered into agreement for Contractor to provide commissary services for the County's ADF and YDP facilities; and

WHEREAS, the term of the Agreement is due to expire February 24, 2017 and the County wishes to extend the term for a one year term; and

WHEREAS, according to Section 14 (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, Amendment No. 1 revised the Agreement to include New Mexico gross receipts tax on all sales (Non-Consumable and Consumable items); and

WHEREAS, by this Amendment No. 2, the County wishes to extend the term of the Agreement from February 24, 2017 to February 24, 2018.

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

1. Article 2. (Effective Date and Term) a new subparagraph (a) is inserted to read as follows:

a) By Amendment No. 2, the County notifies Contractor and exercised the County's option to extend the term of this Agreement for a one year term from February 24, 2017 to February 24, 2018, on the same terms and conditions as stated herein.

2. All other provisions of Agreement No. 2015-0063-CORR/IC not specifically amended or modified by Amendment No. or this Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 as of the date first written above.

SANTA FE COUNTY

[Signature]
Chair
Santa Fe County Board of County Commissioners

1/10/17
Date

TESTATION:
[Signature]
Cecilia Salazar
Santa Fe County Clerk

1-13-2017
Date

Approved as to form:

[Signature]
Gregory S. Shaffer
Santa Fe County Attorney

1-13-17
Date

Finance Department Approval:

[Signature]
Don D. Moya
Santa Fe County Finance Director

12/23/16
Date

CONTRACTOR:

[Signature]

12/20/16
Date

By: IAN FURICOLI
(Print Name)

His: EXEC VP/EM
(Print Title)

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH KEEFE GROUP TO
PROVIDE COMMISSARY SERVICES FOR THE
ADULT DETENTION FACILITY AND YOUTH DEVELOPMENT PROGRAM**

THIS AMENDMENT is made and entered into this 19 day of MAY, 2015 by and between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, and Keefe Group, whose business address is 13870 Corporate Woods Trail, Bridgeton, MO, 63044, hereinafter referred to as the "Contractor."

WHEREAS, by Agreement No. 2015-0063-CORR/IC dated February 25, 2015, the County and the Contractor entered into agreement for Contractor to provide commissary services for the County's ADF and YDP facilities; and

WHEREAS, according to Section 14 (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. 2015-0063-CORR/IC to revise the Agreement to include New Mexico gross receipts tax on all sales (Non-Consumable and Consumable items).

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

1. Section 3 (Compensation, Invoicing, and Payment) subpart B.1) is amended by deleting the subpart in its entirety and replace with:

1) Gross Commissary Sales (per SFC JM software)

LESS Phone Card Sales

LESS Postage Sales

LESS Gross Receipts Tax (currently 8.1875% within Santa Fe City limits and 6.8750% for the remainder of the County) on non-consumable and consumable sales.

NET commissary sales to which 20 % rebate is applied

2. All other provisions of Agreement No. 2015-0063-CORR/IC 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
Katherine Miller
Santa Fe County Manager

Date 5/19/15

Approved as to form

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

Date 5-11-15

Finance Department

Carole H. Jaramillo
Carole H. Jaramillo
Santa Fe County Finance Director

Date 5/17/15

CONTRACTOR

[Signature]
Signature

Date 7/15/15

VP/EM
Title

**SERVICES AGREEMENT BETWEEN SANTA FE COUNTY
AND KEEFE GROUP
TO PROVIDE COMMISSARY SERVICES FOR THE ADULT DETENTION FACILITY
AND YOUTH DEVELOPMENT PROGRAM**

THIS AGREEMENT is made and entered into as of this 24 day of February 2015, by and between Santa Fe County, hereinafter referred to as "County", a political subdivision of the State of New Mexico and Keefe Group located at 13870 Corporate Woods Trail, MO 63004-1267 hereinafter referred to as "Contractor".

WHEREAS, Santa Fe County's Corrections Department requires the services of an experienced and qualified firm to operate and manage a comprehensive commissary service program in an institutionalized setting, using personnel with experience providing commissary services in detention facilities for the Adult Detention Facility (ADF) and the Youth Development Program (YDP), located in Santa Fe County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, the County issued Request of Proposal No. 2015-0063-CORR/IC, for these services; and

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

WHEREAS, the County desires to engage the Contractor to provide commissary services for Santa Fe County's ADF and YDP facilities, and the Contractor is willing to provide such services.

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

1. SCOPE OF WORK

- a. The Contractor shall manage the Santa Fe County Detention Center's Commissary Operations in a professional manner.
- b. The Contractor shall comply with all federal, state and local laws and regulations governing the management of a commissary in an institutional setting.
- c. The Contractor shall hire an on-site Commissary Director necessary for the performance of this Agreement. The Contractor agrees that no employees of the County will be hired by the Contractor without permission of the County for a period of six months after the termination of their employment with the County. The Contractor, in performing work required by this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of the federal state and local laws.
- d. Commissary orders will be delivered at least once per week. Contractor's personnel will deliver bagged orders to each inmate per an agreed upon schedule and in accordance with County's security requirements.

- e. Commissary products must be approved by the Facility Administrator or his designee. Products will include small food items, supplies, personal care items, and pre-paid phone cards. Glass and/or metal containers are not permitted.
- f. Pre-paid phone cards shall be purchased by Contractor directly from the best available source with the approval of the Facility Administrator. Units are sold to inmates at face value plus an agreed upon handling fee.
- g. Commissary items will be available for purchase by inmates housed at both the ADF and the YDP. Orders for YDP residents will be placed by YDP administrative staff directly with Contractor. Contractor will process the order, enter it into the Juvenile Detention Commissary account in the SFC Jail Management software and deliver it to YDP administrative staff. Contractor will provide YDP with the total dollar amount of the processed order. YDP staff will verify the accuracy of items received, and reconcile any discrepancies in the order with Contractor. Commissary items may be purchased for the benefit of ADF and YDP residents only.
- h. Product prices (inmate prices) must be approved by the Facility Administrator or his designee, prior to the inclusion in the Jail Management (JM) inventory system. The Contractor will provide an initial price listing of the commissary items to be offered to inmates, to the Facility Administrator. The listing should detail the Contractor's cost of each item, inclusive of GRT, and the sales markup on each item. Inmate prices will be comparable with prices charged at other detention centers and correctional institutions operating in New Mexico. Any item additions, or changes to inmate prices, must also be approved, as above. Proposed price changes, or additions of new items to the initial inventory, shall be documented by the Contractor, per the Facility Administrator's specification, when submitted for approval. Documentation of the approved price change, or item addition, shall be forwarded to designated Santa Fe County Finance staff to be used for auditing purposes. Inmate price changes, and item additions, shall only be entered into the JM inventory software on the 1st of any month, prior to processing of any inmate orders on that day. If, for any reason, a change or addition is processed on a day other than the 1st of the month, SFC Finance staff will be notified.
- i. All food products must be properly labeled. Only fresh and legal products may be sold. Items found to be defective or not meeting specifications will be picked up and replaced by the Contractor.
- j. The County provides the Contractor with the necessary space at the Adult Detention Facility for the operation of the Commissary and reasonable security for the Contractor's personnel at no cost to the Contractor.
- k. Inmate accounts, against which commissary purchases are charged, are maintained by the Facility in its Jail Management software. The Contractor will be required to use this computer software to record inmate commissary purchases. Contractor's staff will be trained in the proper use of the Jail Management software for entering of commissary orders. Contractor's staff will be given access to, and training in, the production of system reports related to commissary functions.
- l. All security policies and procedures established for the ADF will be strictly followed.

The County reserves the right to enforce existing security policies or establish new policies as necessary to maintain the safe operation of the ADF. Current security policies include a requirement that the County Sheriff's Office must conduct background checks on all commissary personnel prior to granting them access to the County's detention facilities.

m. OPTIONAL SERVICES

Kiosks

The Contractor will provide a pricing option to install kiosk devices that are compatible or can interface with the Jail Management software. The pricing option should contain the price of the contract with and without the Kiosk so the Corrections director can make a decision based upon financial viability. The Kiosk should provide the following:

Kiosks will be installed in the following locations at the ADF:

- Building A – all four units
- Building B – all four units
- Building C – all four units
- Building D – all four units
- Main lobby entrance
- Booking
- Medical

Kiosks must interface with the Jail Management software.

If additional cabling is required the installation and cost shall be the sole responsibility of the Contractor.

Kiosks must have the capability to display to the user all facility Inmate Rules and Regulations.

All hardware, software, maintenance and replacement of any and all parts of the Kiosk system will be the sole responsibility of the Contractor (at no cost to Santa Fe County).

Inmates must be able to place Commissary orders and check account balances on the Kiosk system.

Any damage to the kiosks, whether inmate or public caused, intentional or unintentional, will be repaired in a timely manner by the Contractor at no cost to Santa Fe County.

On-Line Commissary

Any web-based Commissary program shall be capable of selling all approved products for the Santa Fe County Detention Center.

All items available for purchase through the on-line system must be approved by the

Santa Fe County Facility Administrator.

Contractor will absorb all fees associated with on-line payment via credit or debit cards.

All on-line transactions are solely between the Contractor and the outside consumer. Santa Fe County, nor its Jail Management software will be involved in any on-line transactions. All proceeds from on-line sales are to be remitted directly to Contractor. On-line sales are not subject to the rebate of and should not be included in commissary sales invoiced to Santa Fe County.

n. SECURITY REQUIREMENTS

The Contractor shall abide by all security requirements as specified in the SECURITY REQUIREMENTS attached hereto as Exhibit "A".

2. EFFECTIVE DATE; DATE OF COMMENCEMENT AND COMPLETION; TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two (2) years 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 two (2) additional years, on a year-to-year basis. 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 term.

3. COMPENSATION; INVOICING AND PAYMENT

A. In no event shall the total compensation paid to Contractor by County under this Agreement exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) exclusive of New Mexico gross receipts tax.

B. Contractor will provide the County a Twenty percent (20%) rebate, based on total monthly commissary sales. This rebate will be disbursed from Inmate Trust funds to the SFC Inmate Welfare Fund where it may be used for the benefit of inmates. The rebate will reduce the amount paid to the Contractor for services, and will be computed as follows:

- 1) Gross Commissary Sales (per SFC JM software)
 - LESS Phone Card Sales
 - LESS Postage Sales
 - LESS Gross Receipts Tax (currently 8.1875% within Santa Fe city limits and 6.8750% for the remainder of the County) on Non-consumable Sales
 - NET Commissary Sales to which 20 % Rebate is applied

C. Contractor will submit an itemized invoice monthly, on paper or electronically, to designated SFC staff (Finance), which clearly shows the computation of the SFC rebate and the net amount payable to the Contractor for commissary services. The invoice should be computed as follows:

- 1) Gross Commissary Sales (per SFC JM software)

- 2) LESS SFC Rebate (as computed above)
 - 3) Amount Payable to Contractor (invoice amount)
- D. Contractor's invoices will be audited for accuracy of sales information, and computations, by Santa Fe County Finance Department. The audit will include a comparison between (a) total charges to inmate accounts for commissary purchases, and (b) total sales from inventory (by item) per reports generated from the JM software. Any adjustments made to the invoice as a result of this audit will be communicated to the Contractor's designated staff by the County. In no case, will the total of (a) the invoice payment to the Contractor, and (b) the "rebate" to the SFC Inmate Welfare Fund, exceed total inmate account charges for commissary purchases.
- E. 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.
- F. 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. The County shall issue payment of all undisputed amounts within twenty-one (21) days after the County receives an undisputed request for payment from the Contractor. In the event the County fails to tender payment within twenty (21) days after receipt of an undisputed request for payment, the County shall pay interest to the Contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent (1.5%) of the undisputed amount per month or fraction of a month until the payment is issued.
- G. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.
- 4. ADDITIONAL SERVICES**
- A. The parties agree that all work and services set forth in Section 1 (Scope of Work) of this Agreement, shall be completed in full, to the satisfaction of the County
- 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.
- 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 ten (10) 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 thirty (30) days from the Contractor's receipt of the notice.

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 are independent contractors and 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

- A. Contractor shall be wholly responsible for the entire performance of the work whether or not subcontractors are used. The County will make payments directly to the Contractor. Contractor is wholly responsible for making any and all payments to its subcontractors in conformity with the Prompt Payment Act, NMSA 1978, § 57-28-5.
- B. 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. CONTRACTOR AND CONTRACTOR'S PERSONNEL OR SUBCONTRACTORS

- 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 licensed and qualified to perform such work or services.
- C. Contractor shall not employ any employees, personnel, or subcontractors who have not completed a County-approved security clearance or background check for the completion of the work under this Agreement. Any such employees, personnel or subcontractors that Contractor may employ after the effective date of this Agreement shall not begin any work until the County provides clearance or a background check is completed for that employee or subcontractor.

11. RELEASE

Upon the County's issuance of the final payment to Contractor or any termination that may occur earlier than the termination date of 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. 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

18. 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 No. 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 the state district court of New Mexico, located in Santa Fe County.

19. 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 three (3) 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 three (3) 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.

20. 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.

21. 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.

22. 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
 102 Grant Ave.
 Santa Fe, NM 87504

To the Contractor: Keefe Group
 13870 Corporate Woods Trail

Bridgeton, MO 63044-1267

23. 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 New Mexico Secretary of State on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

24. FACSIMILE SIGNATURES

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

25. LIMITATION OF LIABILITY

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.

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

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

the Workers' Compensation Act.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges and fees 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 Sections shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; LIMITATION OF LIABILITY; NEW MEXICO TORT CLAIMS ACT; NO THIRD-PARTY BENEFICIARIES; AND SURVIVAL.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints CT Corporation System, located at 123 East Marcy, Santa Fe, New Mexico 87501, a New Mexico company 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.

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

SANTA FE COUNTY

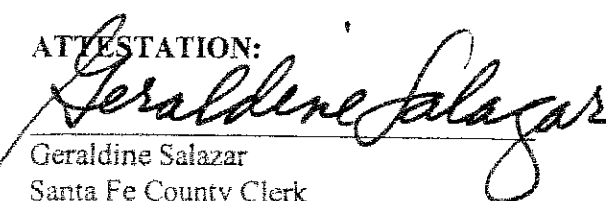


Robert A. Anaya, Chair
Santa Fe County Board of Commissioners

1/24
Date



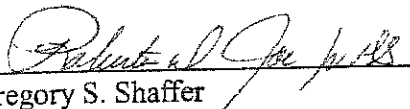
ATTESTATION:



Geraldine Salazar
Santa Fe County Clerk

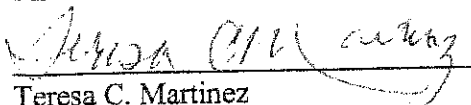
2-24-2015
Date

APPROVED AS TO FORM:


Gregory S. Shaffer
County Attorney

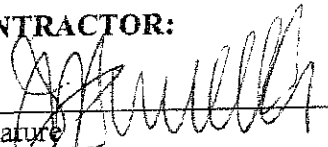
2-10-15
Date

FINANCE DEPARTMENT:


Teresa C. Martinez
Finance Director

2/10/2015
Date

CONTRACTOR:


Signature
JOHN PURICELLI
Print Name

2/17/15
Date
EXE VP/EM
Print Title

EXHIBIT A

SECURITY REQUIREMENTS

A. SECURITY

All employees of the Contractor shall be obligated to adhere to the policies and procedures of the Santa Fe County Adult Detention Facility and Youth Development Program. The Contractor shall provide to the facility Chief of Security a complete copy of the Contractor's policies and procedures regarding SFCADF and SFCYDP and general operation. These policies and procedures shall be submitted within thirty (30) days from assuming commissary operations.

1. Search of the Contractor's Vehicles and Staff

The Contractor will be performing work in a detention facility and shall therefore be subject to the rules, regulations, directives and bulletins of the facility. Under certain circumstances, the Contractor's staff and vehicles may be subject to search while on the premises. The Contractor shall be responsible for informing the Contractor's staff on the possibility of such searches, and shall inform staff of the consequences of trafficking in contraband, drugs or other illegal activities while on the premises.

2. Access To and From Facility, Inmate/Resident Contact

The Contractor and staff shall utilize designated exits and entries into any part of the premises and shall be required to sign in and out and shall be required to wear such identification badges and uniforms as Santa Fe County deems necessary while on the premises.

The Contractor's employees may not bring visitors into the premises. No visitors will be allowed without the permission from the Facility Administrator of the premises or the County Corrections Department Director.

Santa Fe County reserves the right to restrict access to the premises or require immediate removal of any person(s) without prior notification.

The Contractor's employees shall restrict social contact with inmate/residents or inmates'/residents' families while on the premises or in the community.

B. ACCESS TO KEYS

1. Key Control

The Contractor is responsible for control of keys obtained from Santa Fe County and its facility. The Contractor is also responsible for the security of those areas for which and when the Contractor's representatives use keys.

The Contractor shall be responsible for immediately reporting to the Facility Administrator of the premises all the facts relating to losses incurred as a result of

break-ins, vandalism, for any other similar occurrences to areas of the Santa Fe County facility that Contractor has been given access to.

A full set of all keys used by Contractor for any keyed lock installed in the Santa Fe County facility by the Contractor will be provided to the Facility Administrator of the premises or the Corrections Department Director.

2. Replacement of Keys and Lock Cylinders

The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of loss of keys by the Contractor or its employees.

C. RESIDENT LABOR

1. In General

Each facility shall provide resident laborers to assist in commissary sales service, and other activities. The Contractor shall determine what can be appropriately handled by resident laborers, except during lockdown, strikes or other emergencies or situations deemed inappropriate by the Administrator of the premises. All inmates utilized by the Contractor shall receive a minimum of two (2) hours training and certification in food handling prior to being assigned any work in the commissary. Additionally, at no time will resident labor be allowed to have sole responsibility in the preparation of meals, however, resident labor can assist in its preparation. The Contractor shall be responsible for documenting on specified forms and notifying security personnel of any rule violations by residents working in the food service facility. The security personnel shall be responsible for taking the necessary steps for disciplinary action, where appropriate. The Contractor shall have the right to request the facility's shift supervisor to remove resident laborers from assignment to food service for reasonable cause. The number of resident laborers utilized shall be reasonable and mutually agreed upon by Santa Fe County and the Contractor.

The Contractor agrees that in the event it is unsuccessful in using resident labor, the Contractor may not assert any inability to perform the contract on the basis, nor may the Contractor allege breach against Santa Fe County for Contractor's failure in that regard. The County makes no guarantee concerning the qualifications and/or abilities or the number of residents to be provided to the Contractor.

2. Training and Orientation of Employees

The Contractor shall ensure that all Contractor staff is trained regarding the policies and procedures, rules and regulations of the premises of Santa Fe County.

