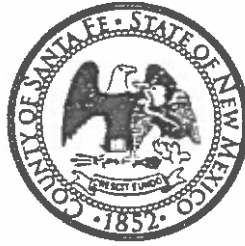


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Patricia Boies, Acting Director, Community Services Department *PB*

From: Kyra Ochoa, Program Manager, Health Care Assistance Program *KO*

Date: April 11, 2016

Re: Approval of County Health Care Assistance Claims in the Amount of 110,247.48
(Community Services Department/Kyra Ochoa)

ISSUE:

Approval of County Health Care Assistance claims in the amount of 110,247.48.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of 110,247.48, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of 110,247.48.

04/26/16

Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
26-Apr-16

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	321	\$50,306.00
Southwest Care Center/Women's Health	27	\$3,666.56
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico		
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
 Santa Fe Recovery Center	 5	 \$38,375.00
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
Christus St. Vincent- HUGS	3	\$12,499.92
City of Santa Fe Ambulance Services	11	\$5,400.00
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
 Total		 \$110,247.48

**Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2016**

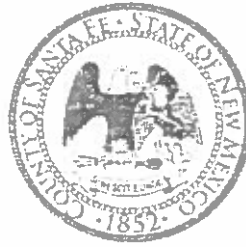
26-Apr-16

Provider Name	FY 16 Allocated Funding	Claims Approved Through March 29, 2016	Claims Presented April 26, 2016	Remaining Balance	% Remaining
Primary Care Providers					
La Familia Medical Center	646,000.00	497,525.00	50,306.00	98,169.00	15%
SW Care/Women's Health Services	24,000.00	19,780.39	3,666.56	553.05	2%
El Centro of Northern of NM	3,500.00	2,284.00		1,216.00	35%
First Choice Healthcare	500.00			500.00	100%
Pecos Valley Medical Center	2,000.00	1,350.00		650.00	33%
Total Primary Care Providers	676,000.00	520,939.39	53,972.56	101,088.05	15%
Substance Abuse Treatment Providers					
Santa Fe Recovery Center	395,000.00	217,820.00	38,375.00	138,805.00	35%
Lifelink					
Hoy Recovery Program	10,000.00			10,000.00	100%
Christus St. Vincent-HUGS	25,000.00	16,666.66	4,166.64	4,166.70	17%
Total Substance Abuse Treatment Providers	430,000.00	234,486.66	42,541.64	152,971.70	36%
Mental Health Providers					
Life Link	20,000.00			20,000.00	100%
Christus St. Vincent-HUGS	25,000.00	8,333.34	8,333.28	8,333.38	33%
Total Mental Health Providers	45,000.00	8,333.34	8,333.28	28,333.38	63%
Ambulance Providers					
City of Santa Fe Ambulance Services (MIHO)	17,000.00	1,200.00	5,400.00	10,400.00	61%
Santa Fe County Fire Department	7,000.00			7,000.00	100%
Espanola Hospital Ambulance	1,000.00			1,000.00	100%
Total Ambulance Providers	25,000.00	1,200.00	5,400.00	18,400.00	74%
Contingency	148,000.00			148,000.00	
Total Health Care Assistance Provider Claims	1,324,000.00	764,959.39	110,247.48	448,793.13	34%
Cremations (Under Separate Cover)					
	30,000.00	15,000.00	1,800.00	13,200.00	44%
Grand Total	1,354,000.00	779,959.39	112,047.48	461,993.13	34%

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: *April 13, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* ^{BT}

VIA: *Katherine Miller, County Manager*
David Sperling, Fire Chief
Jeffery Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting April 26, 2016

APPROVAL OF AMENDMENT NO. 1 TO THE ELECTRONIC SITE LEASE AGREEMENT NO. 2016-0091-FD/BT BETWEEN SANTA FE COUNTY AND LAC MINERALS (USA) IN THE AMOUNT OF \$2,750 PER YEAR AND UPDATING THE TERMS OF THE LEASE THROUGH AUGUST 2020. (Bill Taylor, Purchasing and David Sperling, Fire Chief)

SUMMARY:

Pursuant to Resolution 2006-60, Santa Fe County Purchasing Regulations and Policies, all lease agreements and amendments require approval by the Board of County Commissioners.

The Santa Fe County Fire Department requests Board of County Commission approval of Amendment No. 1 to Electronic Site Lease Agreement 2016-0091-FD/BT Between Santa Fe County and LAC Minerals (USA) LLC.

BACKGROUND:

Santa Fe County Fire Department owns and maintains three (3) 150 MHZ Radio Repeaters, one Antenna Tower, and one Communications Building on property located at 582 County Road 55, Cerrillos, NM. This site is leased to the Santa Fe County Fire Department by LAC Minerals USA, LLC, Inc., a New Mexico Corporation. The Radio Repeaters serve as critical radio communications infrastructure for the Fire Department. These repeaters are an essential component of Santa Fe County's emergency communications network.

Santa Fe County entered into the original Site Lease in September 2010. The term of the Lease ending August 31, 2015 was set forth in Exhibit A. In accordance with Section 4 of the original

Lease, the 5 Year Term automatically renewed at the conclusion of the initial term and has been extended into 2020. However, with the commencement of this renewal, the lessor included a requirement that the County provide pollution liability insurance for the site. In accordance with this request, the County (as specified in Amendment No. 1) agrees to maintain a Premises Environmental Liability Insurance Policy in amounts and type consistent with general industry and governmental practice and all applicable laws.

Therefore, Exhibit A to the Lease is replaced with Amendment No. 1 attached hereto. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment No. 1, remain in full force and effect.

ACTION REQUESTED:

The Purchasing Division and Fire Department are requesting Board of County Commissioner approval of Amendment No. 1 to Electronic Site Lease Agreement Between Santa Fe County and LAC Minerals USA, LLC. Approval will update the terms and conditions of the Lease through August 2020.

**FIRST AMENDMENT TO
ELECTRONIC SITE LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND LAC MINERALS (USA) LLC**

This First Amendment to Electronic Site Lease Agreement (this "First Amendment"), is made and entered into to be effective upon the last date of signature by the parties (the "Effective Date"), by and between LAC Minerals (USA) LLC, a Delaware limited liability company, with an address at 460 West 50 North, Salt Lake City, Utah 84101 ("Lessor"), and Santa Fe County, Santa Fe County Fire Department, which is further identified in Exhibit A ("Lessee").

Recitals

A. Lessor and Lessee entered into that certain Electronic Site Lease Agreement dated September 1, 2010 (the "Agreement").

B. Lessor and Lessee have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending the Agreement it is now and hereby agreed notwithstanding anything to the contrary in the Agreement, Lessor and Lessee agree as follows:

Agreement

1.0

Definitions.

1.1 Unless otherwise indicated herein, all capitalized terms used in this Amendment shall have the definitions assigned to them in the Agreement.

2.0 Amendment to the Agreement

2.1 This Amendment constitutes an amendment to the Agreement entered into in accordance with the requirements of Section 21(g) of the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

2.2 The Agreement is hereby amended as follows:

(a) The first two sentences of Section 4 are hereby deleted and replaced with:

"The Term of this Lease will commence at the Commencement Date set forth

in Exhibit A, attached hereto and incorporated herein by this reference. The Term of this Lease will continue from the Commencement Date until the Termination indicated in Exhibit A, unless earlier terminated in accordance with the terms and conditions hereinafter set forth or the APPROPRIATIONS provision set forth in Exhibit A.”

(b) Section 12(c) is hereby deleted and replaced with:

“Intentionally Omitted”.

(c) The last sentence of Section 13 is hereby deleted and replaced with:

“No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or its public employees at common law or under the New Mexico Tort Claims Act. Lessee shall, from and after March 25, 2016 maintain, at its expense, a Premises Environmental Liability Insurance Policy in amounts and type consistent with general industry and governmental practice and all applicable laws. The Lessee shall provide the Lessor with a certificate of insurance documenting that such coverage is in force throughout the Term, and will also give the Lessor at least forty-five (45) days’ written notice before the required insurance can be altered or canceled.”

(d) The individual designated by Lessee for notices and payments shall be Steve Moya, Assistant Fire Chief, in lieu of Stan Holden, Fire Chief.



(e) Exhibit A of the Lease is hereby deleted and replaced to the revised Exhibit A attached to this First Amendment as Schedule 1 and incorporated herein by reference.

3.0 Ratification of Agreement

3.1 Except as modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect. Lessor and Lessee hereby ratify, adopt and confirm the Agreement, as amended by this First Amendment, as their valid and binding agreement, enforceable against each of them in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Electronic Site Lease Agreement to be executed as of the Effective Date.

LESSOR

By 
Peter Webster
Its Director
By 
Paul D. Judd
Its CFO & Tax Director

LESSEE

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

ATTESTATION:

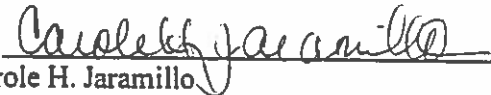
Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

By 
Gregory S. Shaffer
Santa Fe County Attorney

Date: 3-22-16

FINANCE DEPARTMENT:

By 
Carole H. Jaramillo
Finance Director

Date: 4/11/16

SCHEDULE 1

EXHIBIT A
TO
ELECTRONIC SITE LEASE AGREEMENT

Lessee: Santa Fe County
35 Camino Justicia
Santa Fe, New Mexico 87508
Telephone (505) 992-3070

Date of Initial Lease: September 1, 2010.

Description of Equipment:

Santa Fe Fire Department
(3) 150 MHZ Repeaters
(1) Tower
(1) Communication Building (20' X 15')

Description of Electronic Site:

An area of approximately 40' X 40' and approximately 150 from
Goldmine Road, Cerrillos, NM. Site to be located at the following
longitude/latitude as further specified by Lessor:

N 35°, 20', 34.8"
W 106°, 07', 25.7"

Base Monthly Rent and Charges (as subject to change by Lessor): \$2,750.00 per year.

Term: Five years. Commencement date of September 1, 2010, and ending
August 31, 2020 (subject to renewal as described in 4. Term of the Lease.)

APPROPRIATIONS: For the Lessee, the terms of this Lease Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the Board of County Commissioners of Santa Fe County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Lease Agreement shall terminate immediately upon written notice being given by the Lessee to the Lessor. The Lessee's decision as to whether sufficient appropriations are available shall be accepted by the Lessor and shall be final.

ELECTRONIC SITE LEASE AGREEMENT

This Electronic Site Lease Agreement ("Lease Agreement") is entered into as of the date set forth for "Date of Lease" in Exhibit A, by and between LAC Minerals (USA) LLC, a Delaware corporation ("Lessor") with an office at 582 County Road #55, Cerrillos, New Mexico 87010, and the Santa Fe County Fire Department ("Lessee"), who is further identified in Exhibit A ("Lessee").

RECITALS

A. The Lessor currently owns property upon which the lessee intends to construct, maintain and operate a facility to house certain electronic equipment and rent space in that facility for the operation of certain electronic transmission equipment at 582 County Road 55, Cerrillos, New Mexico more specifically defined herein as follows:

A communication building and antenna tower site on County Road 55, Cerrillos, New Mexico, situated in the northeast corner, Section 18, T.13°N., R8E., NMPM, North latitude 35° north latitude, 20', 34..8" by west longitude 106°, 07', 25.7" as shown on the Electronic Site Plan, Exhibit B.

B. Lessee seeks a lease of space to maintain and operate certain electronic equipment at the Electronic Site, for the purpose of public safety radio communication, subject to the terms and conditions of this Lease Agreement.

AGREEMENT

1. Definitions. For the purposes of this Lease Agreement, certain terms will be defined as follows.

(a) "Rent" is the minimum rent paid by Lessee to Lessor on an annual basis. Base Rent is described in 3(a).

(b) "Electronic Site" means the building and antenna tower site identified in the Electronic Site Plan and the improvements maintained thereon from time to time by Lessee.

(c) "Commencement Date" is the first day for which a rent is due from Lessee to Lessor.

(d) "Equipment" means the electronic equipment, cabinets, wiring, antennae and other fixtures and installation which Lessee installs at the Electronic Site in accordance with its Equipment Layout Plan.

(e) "Equipment Layout Plan" means the set of documents describing the Equipment which Lessee seeks to install at the Electronic Site, together with installation and wiring

diagrams, frequency and power usage specifications, and such other information respecting Lessee's Equipment and installation as Lessor may require.

(f) "Objectionable Interference" means both intra-site and inter-site signal interference, of whatsoever cause or source, and is more specifically described in Section 11.

(g) "Term" or "Lease Term" means the term of this Lease Agreement, beginning on the Commencement Date and continuing until termination hereof, including all extensions or renewals.

(h) "Termination Date" means the last date of the Lease Term, as specified in Exhibit A, but subject to provisions of this Agreement under which this Agreement may be extended or earlier terminated.

2. Grant of Lease. In consideration of the Lessee's payment of the rents as provided in this Agreement, and in further consideration of Lessee's representations, warranties and covenants hereinafter set forth, Lessor hereby grants to Lessee during the term hereof the right to occupy the Electronic Site in the manner hereinafter described, and further confers upon Lessee an exclusive lease to maintain and operate its equipment in the Equipment Building located at the Electronic Site, subject, however, to all of the terms and conditions of this Agreement.

3. Rents. Lessee agrees to pay to Lessor, and Lessor agrees to accept from Lessee, as consideration for the lease herein granted.

(a) Base Rent. The Lessee will pay to the Lessor the Base Rent described in Exhibit A which is attached hereto and made a part hereof. Subject to Lessor's rights upon any default by Lessee under this Agreement, Lessee will pay to Lessor without abatement, offset, notice or demand, in advance, commencing on the Commencement Date and continuing on the first day of each and every calendar year thereafter during the term of this Agreement, the annual installment of the Base Rent shown in Exhibit A.

(b) Electricity Charge. Lessee agrees to pay all electricity charges associated with maintaining the electronic site including the expense for installation of any power pole and meter.

(c) Gross Receipts Tax. Lessee acknowledges that the amounts described in the preceding Paragraphs of this Section may be or become subject to New Mexico State gross receipts tax or other federal or state taxes or exactions. Accordingly, Lessee will pay with all amounts payable under this Section, together with such amounts, New Mexico State gross receipts tax or other taxes at the rate of taxation then specified and as required in Santa Fe County, upon notice from Lessor for services rendered.

4. Term. The Term of this Lease Agreement will commence at the Commencement Date set forth in Exhibit A attached hereto and incorporated herein by this reference. The Term of the Lease will continue from the Commencement Date until the Termination Date described in the same Exhibit, unless earlier terminated in accordance with the terms and conditions hereinafter set forth. The Lease Agreement will automatically renew for successive terms, each of the same length as the initial term, unless and until Lessee notifies Lessor no more than ninety (90) and no less than *one year*

or the Applicable term set forth in Exhibit A.
ELECTRONIC SITE LEASE AGREEMENT

thirty (30) days before the Termination Date that Lessee will not require a renewal of the Lease Agreement. At any time after the initial Term of this Agreement, Lessor may terminate this Agreement by giving written notice to Lessee no less than 90 days before the Termination Date selected by Lessor in its notice to Lessee; provided, however, that in the event Lessor provides such notice the termination will not be effected until termination is permissible under Lessor's Communications Use Lease or Lessee's special use permit to use the Electronic Site.

5. Lessee's Installation of Equipment.

(a) Lessee will submit to Lessor, before installing any equipment at the Electronic Site, an Equipment Layout Plan respecting equipment which Lessee proposes to install at the Electronic Site.

(b) Lessee will install its equipment at the Electronic Site in accordance with the final Equipment Layout Plan, and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any change or alteration to the installation or to the equipment specified in the final Equipment Layout Plan will be pursuant to written change order only, approved by both Lessor and Lessee. Lessor's representatives will have the right at all reasonable times during the course of installation to inspect the work in progress.

(c) Lessee acknowledges that Lessor's approvals of Lessee's Equipment and Equipment Layout Plan do not constitute any representation or warranty that the Equipment or Equipment Layout Plan are safe, meet any engineering standard or guideline, or comply with any industry standard or governmental law, regulation or rule and, further, that any inspection or approval does not constitute any waiver or reduction of any right Lessor has under this Agreement to indemnify or other relief from Lessee under this Agreement.

6. Utilities.

(a) Electric Power. Lessee will arrange for the supply of 30 amp, 240 volt alternating current electrical power to the Electronic Site by the electric utility company having the franchise and responsibility for supply of electricity thereto, and will supply a main disconnect and distribution panel to which the supply of electricity is connected. Lessee shall provide any appropriate standby power and holds Lessor harmless with respect to any failure in the distribution or transmission of power to the Electronic Site. Lessee may connect to the main disconnect and distribution panel at its own cost and expense, and will obtain all its power requirements therefrom. Lessee will effect such connection in a manner specified in its final Equipment Layout Plan, and will cause the work to be performed by a licensed electrical contractor reasonably satisfactory to Lessor. Lessee will pay for power consumed in accordance with Paragraph 3(c), above.

(b) Trash Removal. Lessee will be responsible for the prompt removal from the Electronic Site of any surplus material or trash created in connection with the installation, operation, maintenance, alteration, modification or removal of Lessee's equipment, whether or not flammable or of a dangerous character. In all events, Lessee will not introduce or permit the introduction of any material to the Electronic Site which may by the provisions of any law, rule or regulation be in the nature of, or subject to regulation as, an explosive, poisonous or hazardous material or substance.

(c) Grounding System. Lessee will provide a grounding system at the Electronic Site. Lessee will connect all Equipment to the grounding system in accordance with its Equipment Layout Plan, and will maintain the integrity of these connections throughout the term of this Lease Agreement. All costs and expenses of grounding Lessee's equipment will be paid by Lessee.

(d) Security. Lessor shall have no responsibility to provide security for the Electronic Site noting however that the Lessor has installed a locked gate at the access road leading to the entrance of the Electronic Site. Lessee intends to provide security fencing surrounding the Electronic Site which shall include a lockable gate that shall have two access locks, one for the Lessor and one for the Lessee. Notwithstanding the foregoing, Lessor will have no liability for any act of the Lessee or other person for any act (whether or not negligent or willful) which causes damage to the Electronic Site or any equipment or person therein, irrespective of the failure of any security system or absence of any security system.

7. Use of Electronic Site by Lessee.

(a) Lessee's use of the Electronic Site is limited to the operation of its unmanned radio transmitting and receiving equipment, on the frequencies, and with the powers, and limited to the scope, set forth on Exhibit B, which is attached hereto and incorporated herein by this reference.

(b) Lessee will not use the Electronic Site or authorize use of the Electronic Site for storage, shop space, office, or any other purpose aside from the specific purposes described in the preceding Paragraph (a), it being specifically understood that the Electronic Site is constructed and operated as an unmanned radio transmission site. Lessee will not install or attempt to use additional equipment or devices of any character whatsoever in the Electronic Site unless and until it shall have obtained the prior written approval of Lessor to an amended Equipment Layout Plan. Lessee will maintain the Electronic Site in a safe and sanitary condition and keep the site free of uncontained rubbish, debris and hazardous materials.

8. Access to Electronic Site.

(a) Lessee will have the right, through its engineers, technicians and employees, to obtain access to the Electronic Site and its facility/equipment at all reasonable times for the purpose of normal, recurring maintenance duties, for extraordinary repair and emergency purposes, and for the installation and removal of equipment in accordance with this Lease Agreement. Lessee will provide Lessor with a key to the locked gate at the entrance to the Electronic Site. All access to and egress from the Site by Lessee and its employees and contractors shall be conducted in a safe and professional manner and in accordance with Lessor's safety policies and instructions. Lessee represents and warrants that personnel acting for Lessee or on its behalf will have skills, knowledge and training commensurate with those prevailing in the industry, including knowledge of the possible effects of radio frequency radiation and energy and the hazards of lightning and high voltage electricity. Lessee further warrants that all such personnel for whom it obtains access to the Electronic Site are covered by both worker compensation and other insurance sufficient to cover any hazard, risk or injury which may be attendant to, or occur by reason of or as a proximate cause of, those personnel being at or upon the Electronic Site. Lessee shall not authorize any access to the Electronic Site other than for the purposes expressly stated in this Lease Agreement.

(b) Lessee will perform its repair, maintenance and other work at the Electronic Site in a manner so as to prevent any damage or injury to property maintained by Lessor or Lessee or other persons in or about the Electronic Site or to any persons in the Electronic Site or areas nearby. Lessee will restrict repair work to periods of time least disruptive to the Lessor.

(c) Lessee will not place locking devices or otherwise prevent access by Lessor to Lessee's Electronic Site without the previous written consent of Lessor; and in that event Lessee will furnish the keys or other means to permit Lessor to enter the site. However, Lessor will not, except in emergency situations which could result in immediate danger or harm to life or property, or which by the terms of any insurance carried by Lessor or order of any governmental authority would require immediate action on the part of Lessor, enter into the Electronic Site in which Lessee maintains its equipment without first notifying Lessee of its intent to enter, and affording Lessee the opportunity to accompany Lessor's representatives. Lessor agrees to make reasonable attempts to advise Lessee by telephone or comparable means of any such emergency situation or immediate action so that Lessee's representative can be present if possible.

9. Governmental Regulations. Lessee agrees that it will comply at its own cost and expense with the terms of any federal, state, or local law, rule or regulation, including but not limited to those of the Federal Communications Commission, and those laws, rules and regulations requiring adherence to radio frequency radiation and energy limitations and safety standards, applicable to Lessee, or to Lessee's use of its equipment and the Electronic Site.

10. Repair and Maintenance of Lessee's Equipment. Lessee will keep all of its Equipment in good working order, condition and repair, in a safe and operative condition, at Lessee's sole cost and expense, all in accordance with good engineering practices, taking into consideration and implementing all reasonable precautions to avoid interference or hindrance to and with the operations of all other electronic operations, and in a manner so as to avoid and preclude any (i) objectionable interference, (ii) hazardous radiation, (iii) any emission or contamination by any hazardous substance or any other dangerous chemical or substance in or about the Electronic Site, (iv) the creation of any hazard of fire, electrical shock, dangerous emissions or contamination, or other similar hazard or calamity, or (v) the creation of any other hazardous condition or risk which could result in material damage to any person or property in or about the Electronic Site.

11. Prevention of Objectionable Interference. "Objectionable Interference" means any interference produced by a Electronic Site user which originates at or by reason of the use of the Electronic Site by the user, and which (i) is determined by an authorized representative of the Federal Communications Commission to be objectionable interference, (ii) is objectionable interference within the meaning of the rules and regulations of the Federal Communications Commission as in effect from time to time, or (iii) otherwise causes a material impairment of the signals transmitted or received by a user of the Electronic Site within the Facility's service area as such area is or may be defined by the Federal Communications Commission. Lessee will install and operate its Equipment so as not to cause any Objectionable Interference to the Lessor. Lessee will cooperate fully with the Lessor in preventing interference among equipment employed by any of those persons at the Electronic Site. Lessee will install at Lessee's sole cost and expense suitable interference protection devices before equipment operation begins or as may become necessary thereafter because of Lessee's operations. In all events, the determination of Objectionable Interference, the resolution of disputes and other matters relating to interference will be determined in accordance with and subject to rules, regulations and decisions of the Federal Communications

Commission then applicable, and applicable local, state and federal government rules and regulations.

12. Lessee's Risk of Loss or Injury.

(a) Lessee assumes all risk of damage or loss to its property or equipment at the Electronic Site and that risk will be and remain exclusively Lessee's responsibility and not that of Lessor.

(b) Lessor undertakes only to exercise reasonable care in the management of the Electronic Site and Lessor will not be liable on this account to Lessee for any event except for any act or omission caused by the negligence, gross negligence or willful misconduct of Lessor. Lessor further agrees to observe its obligations under and will be liable to Lessee for damages provided by law for any material breach of these obligations. Notwithstanding anything else in this Agreement to the contrary, in no event will Lessor be liable to any of the persons described in the preceding sentence for consequential damages under any circumstances, and Lessee, for itself and for all other persons for whom it may make such a waiver, hereby expressly waives all such claims.

(c) Except as provided in Paragraph 12(b), Lessee shall indemnify, defend and hold Lessor, its directors, officers, employees, agents, representatives, contractors and affiliates harmless from any damage, loss, liability, injury or the claim thereof (including attorneys fees) to persons, property, natural resources and the environment, including environmental liability and responsibility of every kind and character arising out of Lessee's use and occupation of, and access to and egress from, the Electronic Site, and any breach of this Agreement by Lessee.

(d) Lessee represents and warrants that it or its representatives are knowledgeable in matters of electrical engineering and related fields, and have evaluated fully the suitability of the Electronic Site for Lessee's purposes. Lessee acknowledges that its determination to enter into this Agreement is based solely upon its own investigation and inspection of the Electronic Site and not in reliance upon any representation of Lessor as to any feature, specification or aspect of the Electronic Site, except as specifically described in this Agreement.

13. Insurance. Lessee will obtain, pay all premiums for and maintain in full force and effect during the Term of this Agreement comprehensive public liability insurance coverage covering all of Lessee's operations and activities on or about the Electronic Site and the access road, including but not limited to the operation of vehicles and equipment, with aggregate limitations at least equivalent to Lessee's maximum liability under the New Mexico Tort Claims Act. Lessee shall cause all of its contractors installing its equipment and making repairs or changes to the equipment to procure public liability and property damage insurance complying with this Section; and Lessee further shall require of its contractors that they maintain worker's compensation insurance. Lessee will give Lessor such evidence of insurance coverage as Lessor may require from time to time. No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or its public employees at common law or under the New Mexico Tort Claims Act, except that sovereign immunity shall be waived with respect to indemnification and defense rights available to Lessor under Section 12(c) of this Agreement.

14. Radio Frequency Radiation Considerations. Lessee recognizes and acknowledges that radio frequency radiation ("RF Hazards") as they may affect humans and all other forms of life are of concern and are specifically regulated by the Federal Communications Commission and may be subject from time to time to other rules and regulations ("RF Standards"). Lessee further acknowledges that RF Hazards will be measured and considered under RF Standards in the aggregate of the combined radio frequency densities of all users of the Electronic Site, and that this combined aggregate power density must be considered for assessment of compliance with applicable RF Standards. Accordingly, in order to assure that the Electronic Site complies with applicable RF Standards after consideration of Lessee's and all other transmissions of radio frequency energy from or to the Electronic Site, Lessee hereby agrees:

(a) To design, install and operate its Equipment in such a manner that Lessee's use of the Electronic Site, in concert with all other users of the Electronic Site, will at all times comply with all applicable RF Standards;

(b) To provide Lessor with a complete copy of Lessee's FCC filings, permits, and any other documents related thereto.

(c) That measurements of radio frequency power densities present on the site or surrounding land or in order to assure compliance with RF Standards by government agencies, including but not limited to the Federal Communications Commission and the Environmental Protection Agency and the Environment Department of the State of New Mexico shall be conducted at the expense of the Lessee; and

(d) Should such measurements be required by Lessee or under any law, rule or regulation, the measurements will be carefully conducted and results certified by a registered professional engineer (electrical, State of New Mexico) or any other qualified person authorized by Lessee, the cost of the measurement to be paid by Lessee.

15. Use of Road. Lessee will have the nonexclusive right to use the access road for access, ingress and egress to the Electronic Site only.

16. Certain Obligations of Lessor. Lessor will not be liable to Lessee for any consequential damages of any kind, or by reason of inconvenience, annoyance, or injury to the Electronic Site, or activities conducted by Lessee from the Electronic Site, arising from the necessary repairing or maintenance of any portion thereof, whether due to casualty, fire, normal maintenance requirements or otherwise, or from the making of any alteration or improvements in or to any portion of the Electronic Site or its equipment.

17. Termination of Communications Use Lease. This Agreement will terminate at Lessor's demand given written 90 day notice to the Lessee. Lessee will immediately remove its Equipment and otherwise act in accordance with the provisions of this Agreement ordinarily applicable to termination of this Agreement. Lessor will have no further liability or obligation under this Agreement from and after the date of such termination.

18. Destruction of Electronic Site. If the Electronic Site, or any part thereof, shall at any time during the term of this Agreement be destroyed by fire, wind or other casualty, Lessee will with all reasonable speed, but subject to the receipt of insurance proceeds and other limitations set

forth in this Agreement, cause the Electronic Site to be restored to the same condition as existed immediately prior to the damage. Lessee will bear the expense of replacing its equipment, fixtures and appurtenances, or any part thereof, arising as a result of or caused by virtue of the damage, destruction, repairing or reconstruction of the Electronic Site, and in all event shall carry sufficient insurance on its own property to cover the expense of any new installation required.

19. Certain Duties of Lessee Upon Termination of This Agreement. At the end of the Term of this Agreement, or upon the earlier termination of this Agreement, or upon the termination of any extensions or renewals of this Agreement, and provided that Lessee is not in default under the provisions of this Agreement, Lessee will within 90 days remove from the Electronic Site any and all Equipment and all rubbish, tools and surplus materials from and about the property placed in or about the Electronic Site by Lessee. To the extent that this removal causes any damage or change to the Electronic Site, the Lessee will repair the damage and correct any change at its sole cost and expense. If the Lessee continues to maintain its Equipment in the Electronic Site or otherwise conducts any activity in or from the Electronic Site, this will in no event be construed to be a renewal of this Lease Agreement.

20. Default. The following events will be events of default by the Lessee under this Agreement:

(a) Lessee fails to pay any installment of the rent or any other sum due to Lessor from Lessee on the date that the same is due, and that failure continues for a period of 60 (60) days thereafter;

(b) Lessee fails to comply with any term, condition or covenant of this Lease, other than the payment of money, and does not cure that failure within thirty (30) days after written notice thereof to Lessee, or there is a material failure of any of Lessee's warranties or representations;

21. Remedies Upon Lessee's Default. Upon the occurrence of any of the events of default, Lessor will have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(a) Lessor may terminate this Agreement. In that event, Lessor may remove Lessee's Equipment from the Electronic Site without prejudice to any other remedy which it may have for arrearages in Rents and other amounts owed by Lessee, unless Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Agreement;

(b) Lessor may pursue any one or more other rights available to Lessor under applicable law.

(c) All payments required to be made by Lessee will be payable to Lessor at Lessor's address set forth below. Any notice or document required or permitted to be delivered under the terms of this Agreement will be deemed to be delivered when personally delivered or (whether or not actually received) when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below.

If to Lessor:

LAC Minerals (USA), LLC
Attention: Desiree Forbuss
582 County Road 55
Cerrillos, NM 98010

If to Lessee:

Stan Holden
Fire Chief
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Any party may change its address by giving notice in the prescribed fashion to all of the other parties hereto.

(d) Lessee and Lessor will execute, acknowledge as appropriate and deliver to the other any document or instrument reasonably necessary to effectuate or carry out the provisions of this Agreement promptly upon request therefor.

(e) Nothing contained in this Agreement will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties, and it is understood and agreed that neither the method of computation of rent nor any other provision contained in this Agreement nor any acts of the parties, will be deemed to create any relationship other than the relationship of lessor and lessee.

(f) This Lease Agreement will be interpreted according to the substantive laws of the State of New Mexico. If a dispute arises under the terms of this Agreement or with respect to the subject matter hereof, suit shall be brought, if at all, in the courts of general jurisdiction, federal or state, for Santa Fe, New Mexico.

(g) IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, THAT THIS LEASE AGREEMENT, WITH ANY SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS AGREEMENT OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS ATTACHED TO OR INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS AND AGREEMENTS, WRITTEN OR ORAL, PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE WILL BE NO MODIFICATION OF THIS AGREEMENT EXCEPT BY A SUBSEQUENT WRITTEN INSTRUMENT EXECUTED BY THE PARTIES HERETO. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES BY LESSOR OF MERCHANTABILITY, USE, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE WHICH MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF this Agreement is executed as of the date stated in Exhibit A attached hereto and made a part hereof.

LAC MINERALS USA, LLC, INC., a ~~Delaware~~ ^{New Mexico} Corporation,
LESSOR

By: C. L. Wilsey

Regional Land Manager,
North America

SANTA FE COUNTY

LESSEE

By: [Signature]

Chair, Santa Fe County Commission

SANTA FE COUNTY FIRE DEPARTMENT
Department Approval

By: S. Holden

Stan Holden, County Fire Chief

APPROVED AS TO FORM

By: [Signature]

Stephen C. Ross, County Attorney

10-18-10

ATTEST:

SANTA FE COUNTY CLERK

By: Valerie Espinoza

Valerie Espinoza, County Clerk

GRANT OF EASEMENT

LAC Minerals USA, LLC (hereinafter "Grantor"), 582 CR 55, Carrillos, New Mexico, 87010, a Delaware corporation, does hereby grant and convey to the County of Santa Fe, its successors and assigns, (hereinafter "Grantee") a utility easement for the purpose of installing, operating, and maintaining underground utility lines and related facilities for the benefit of the Grantee, Santa Fe County (the "Easement"). Said utility Easement is 10' in width and approximately 150' in length extending from a utility pole and transformer located on an easement owned by Public Service Company of New Mexico, to a 40' X 40' antenna tower site owned by Santa Fe County and located at CR55, Carrillos, NM, as more specifically indicated on Exhibit A, attached hereto and incorporated herein.

The grant of Easement herein is subject to the following terms and conditions:

- This Easement shall be interpreted under the laws of the State of New Mexico.
- This Easement may be executed in counterparts that together will be a single instrument.
- This Easement may be modified only by a written document signed and notarized and recorded in the official records of Santa Fe County, New Mexico.
- This Easement 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 Grantors and Grantee.

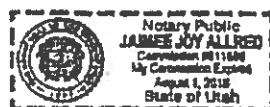
GRANTOR: LAC Minerals USA, LLC

C. L. Wilsey Regional Land Manager, North America
(signature and title)

Utah)
STATE OF NEW MEXICO)
Salt Lake)
COUNTY OF SANTA FE)

This instrument was acknowledged before me on January 16, 2012, by

Cy L. Wilsey



James Joy Allred
Notary Public

My commission expires: 8/1/2015

COUNTY OF SANTA FE) GRANT OF EASEMENT (SPC
STATE OF NEW MEXICO) ss PAGES: 2

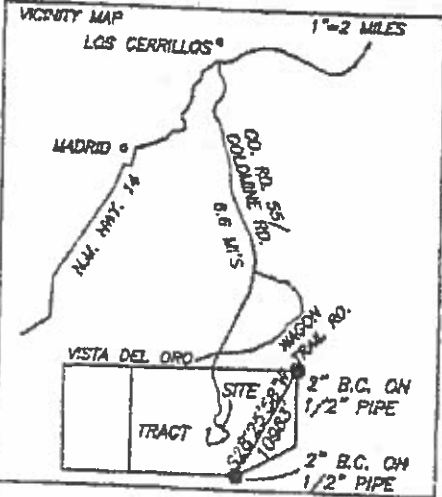
I Hereby Certify That This Instrument Was Filed for Record On The 26TH Day Of January, 2012 at 09:34:18 AM and Was Duly Recorded as Instrument # 1658453 of The Records of Santa Fe County

Valerie Espinoza
Witness To Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM



FC CLERK RECORDED 01/26/2012

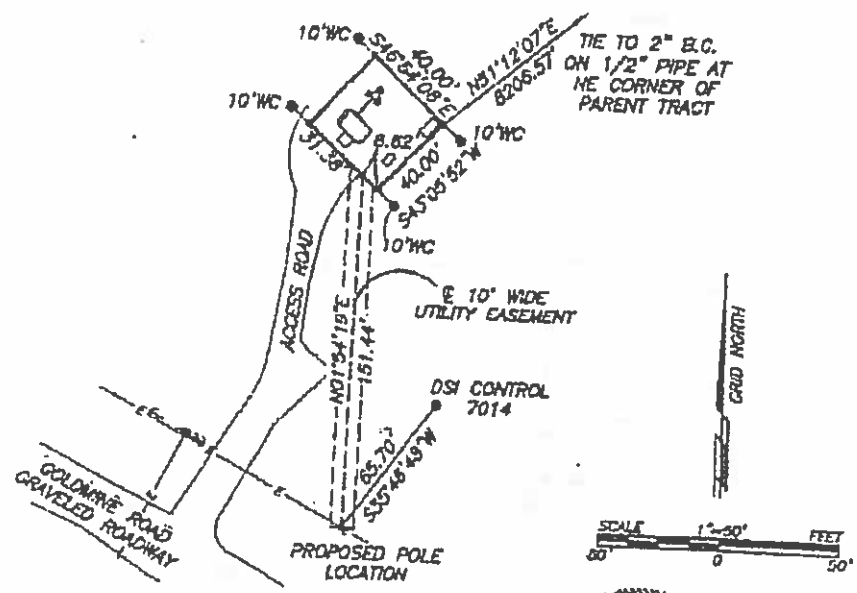
**EASEMENT EXHIBIT
SHOWING
10' WIDE UNDERGROUND AND APPURTENANCE UTILITY EASEMENT
WITHIN TRACT 1, AS SHOWN ON PLAT BOOK 461 PAGES 27-28, ALL LYING
WITHIN THE ORTIZ MINE GRANT, PROJECTED SECTION 20, T13N, R8E, NMPM
COUNTY OF SANTA FE, NEW MEXICO.**



CONTROL REFERENCE & LEGEND
BEARINGS ARE GRID, REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD83(1992), CENTRAL ZONE. DISTANCES ARE REFERRED TO 6800' AMSL TO CONVERT DISTANCES TO NAD83, MULTIPLY BY 0.999583883.

ALL REFERENCE TO NAD83(1992) AND NAVD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION N=1,587,626.870 E=1,708,833.475 ELE=6572.378', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.

- DENOTES UTILITY POLE
- DENOTES GUY/ANCHOR
- DENOTES 1/2" REBAR AS NOTED
- DENOTES CALCULATED POINT, NOT SET
- 10"WC DENOTES RED 10" WITNESS CAP, 1/2" REBAR 13986

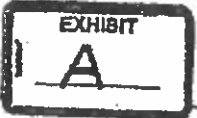


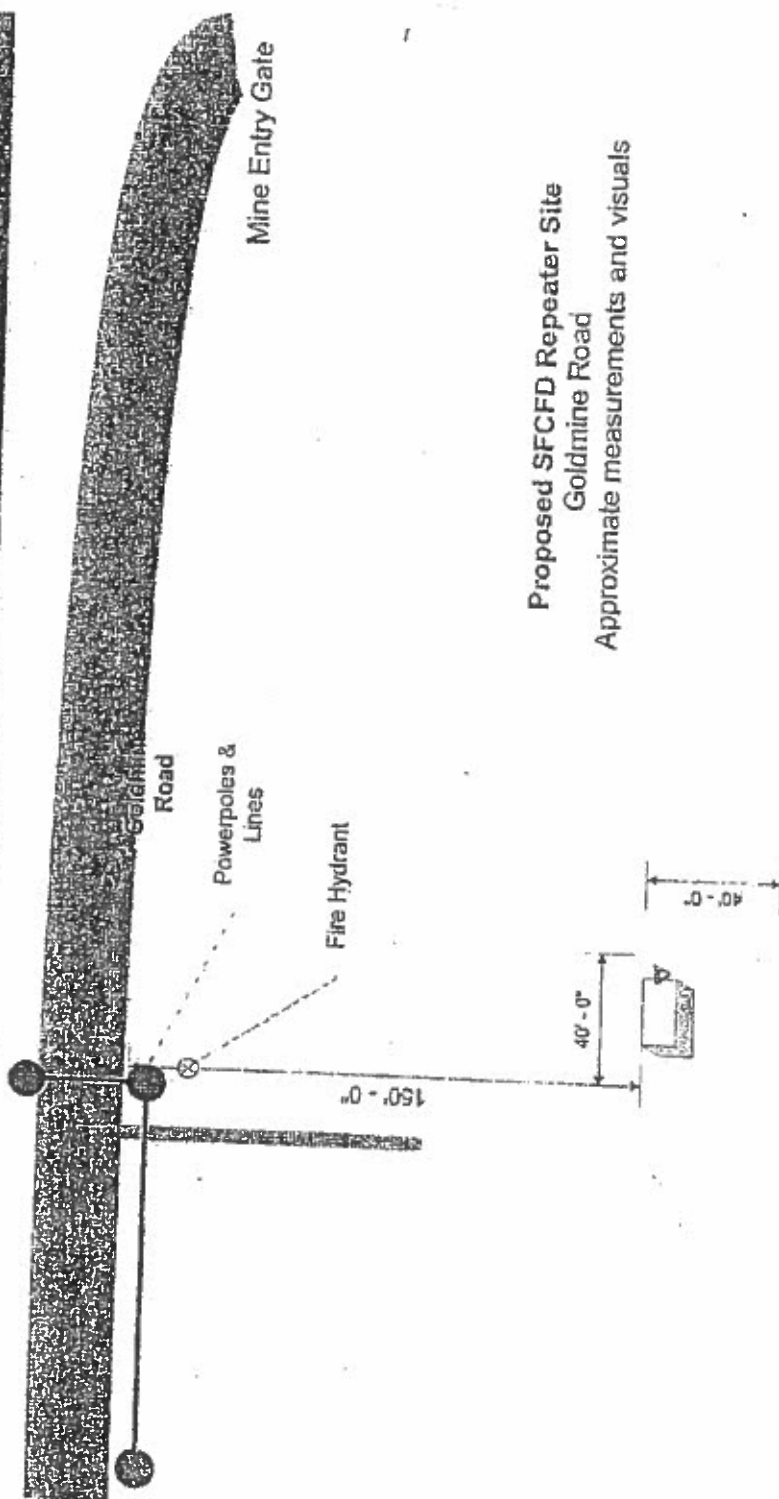
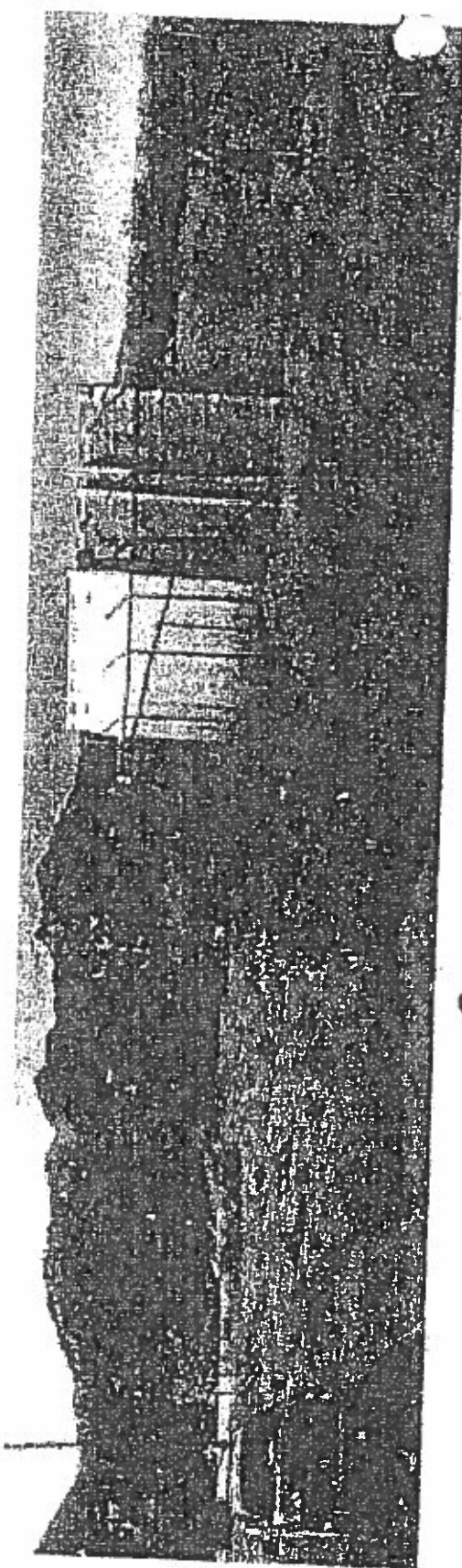
I AM A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR AND HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY COMPLETED ON THE 30TH DAY OF NOVEMBER, 2011. THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYS IN NEW MEXICO.

Diego J. Sisneros
DIEGO J. SISNEROS NMPLS #13986



DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 B CAMINO ENTRADA
S.F., N.M., 87507 505-471-6660
FILE # 8974 EXHIBIT DATE: 12/16/11



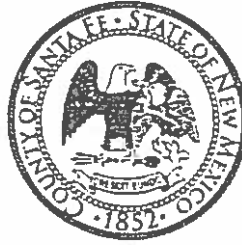


Proposed SFCFD Repeater Site
Goldmine Road
Approximate measurements and visuals

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: *April 13, 2016*

TO: *Board of County Commissioners*

FROM: *Carole Jaramillo, Finance Director* *rf*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting April 26, 2015*

Request for Board Action to Increase of Allocation for Pinon Hills Subdivision Road Improvement Project by \$10,000 to Accommodate Bid Above Budgeted Amount and Reduce the Allocation for the Old Santa Fe Trail Multimodal Project by the Same Amount (CMO/ Finance - Carole Jaramillo)

BACKGROUND AND SUMMARY:

The roads within the Pinon Hills subdivision are scheduled for double penetration chip seal capital improvements for this summer. Funded with General Obligation bonds, the project has been allocated and budgeted for \$627,000. Bids were received for this project using the on-call construction price agreement and the low bid was less than \$10,000 (1.5%) above the budgeted amount.

The Finance Division is seeking board approval to increase the allocation for the Pinon Hills Subdivision Road Improvement project from \$627,000 to \$637,000 and decrease the Old Santa Fe Trail Multimodal project allocation from \$1,889,692 to \$1,879,692. If approved, Finance staff will process a BAR for the Manager's signature to transfer funds from the Old Santa Fe Trail Multimodal project which is currently underway and has sufficient capacity for the BAR within its budget.

The award of the Pinon Hills construction contract is a matter for your consideration elsewhere on today's agenda. Approval of this increase in allocation will allow the road improvement project to proceed as scheduled.

ACTION REQUESTED:

Request approval of the increase in project allocation for the Pinon Hills Road Improvement Project from \$627,000 to \$637,000 and reduce the Old Santa Fe Trail Multimodal allocation from \$1,889,692 to \$1,879,692.

