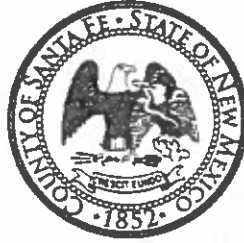


**Henry P. Roybal**  
*Commissioner, District 1*

**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:** Kathrine Miller, County Manager ✓  
Rachel O'Connor, Santa Fe County Community Services Department

**From:** Lupe Sanchez  
Santa Fe County DWI Program

**Date:** April 13, 2015

**Subject:** RE-APPOINTMENT OF THOMAS P. STARKE TO THE DWI  
PLANNING COUNCIL

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### **Issue:**

This is concerning the re-appointment of Tom P. Starke to the DWI Planning Council. Mr. Starke's term expired on January 29, 2015; he submitted an application and letter of interest to continue his service on the Planning Council.

### **Background:**

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

Resolution 1997-87 established the original DWI Planning Council consisting of at least nine standing committee members. At this time there are currently six active members.

Leah Tafoya	(Law Enforcement)
Erica Abeyta	(Education)
Loralee Freilich	(Business Community)
John Mowen	(Business Community)
David Saldivar	(Student)
Richard DeMella	(City of Santa Fe/ Juvenile Justice)

The DWI program through an advertisement on the County website sought citizens to serve on the Santa Fe County DWI Planning Council. The advertisement was posted on March 11, 2015, with a deadline date to submit applications of March 31, 2015. The only request received at this time was a request for reappointment by Mr. Starke.

After reviewing the application for membership the current Planning Council members and staff are recommending the reappointment of the following individual;

Thomas P. Starke

(Retired Physicist/Concerned Citizen)

**Staff Recommendation:**

With the support of the Santa Fe County DWI Planning Council staff recommends the re-appointment of Tom P. Starke for the DWI Planning Council.

January 26, 2012

Santa Fe County Commission

Subject: Re-Application to the Santa Fe DWI Planning Council

Dear County Commissioners,

In 2012 retired after 31 years working at Los Alamos. The past three years I've been volunteering in our community, bringing people and organizations together to achieve better outcomes for those affected by substance use disorder, DWI, and mental illness, as well as for our community as a whole. I'm very interested in DWI and alcoholism, and their impact. When I was eight years old I was hit by an impaired driver while riding my bicycle. Though seriously injured, I recovered after several months. Ever since I've been struck by how harmful and preventable accidents involving alcohol are. I've work with Dick Roth of the Impact DWI non-profit, supporting Dick in the monthly Victim Impact Panels and assisting with proposed legislation to make New Mexico's ignition interlock statues more effective. I'm also supporting district court in improving how those with mental illness are diverted out of the criminal justice system. The past year I have been chairman of the County's DWI Planning Council. During that time the council has developed and begun implementing a strategic plan. I look forward to completing implementation of that plan and the benefit it will continue to effect in our community.

I would like to continue as a member of the Santa Fe County DWI Planning Council to support Santa Fe County's DWI and alcoholism prevention efforts.

Sincerely,



Thomas P. Starke  
2 Laurel Circle  
Santa Fe, NM 87506

## Thomas P. Starke Resume

Upon retiring from Los Alamos in 2012, I began volunteering in Santa Fe. My passion is improving public and publicly-funded systems so they become more effective and help individuals achieve better outcomes. Wasted effort, wasted lives, unnecessary pain in people's lives don't have to occur. Our public systems are organized around whether each organization follows the rules and maintains funding often to the detriment of working together to achieve better outcomes. My efforts mostly work to bridge organizations to create effective partnerships that make a measurable difference in our community.

2014-Present      Board Member, Santa Fe Recovery Center.

2013-Present      Organizer, Santa Fe Recovery Community Organization, giving a voice to people in recovery and making Santa Fe more Recovery-Friendly.

2013-Present      Chair, Santa Fe Community Behavioral Health Alliance a collaborative organization of courts, DA, PDD, law enforcement agencies, treatment providers, city and county agencies, local MCO representatives, and citizen volunteers seeking to improve outcomes of individuals with behavioral health challenges who repeatedly cycle through the criminal justice system

2013-Present      Chairman, Santa Fe DWI Planning Council, board member in 2013, became chairman in 2014.

2012-Present      Volunteer, Impact DWI teaching Victim Impact Panel to Santa Fe DWI Offenders. Advocated improvements to the DWI statutes to the New Mexico Legislature. Elected President of the organization in 2014.

1981-2012:      Technical Staff Member and Manager, Los Alamos National Laboratory. Developed flash radiography diagnostics for nuclear weapons hydrotests, managed explosive testing operations (81-85), managed the neutral particle beam program in the Strategic Defense Initiative (86-88), managed LANL DoD programs (89-92), assigned to DOE in Washington D.C. (92-95), environmental and waste management (96-12).

1976-1981      Research Scientist, Austin Research Associates, Austin, TX, developing the Autoresonant accelerator for the Army Ballistic Missile Command.

Community activities:      Los Alamos Lunch Buddy program.  
Los Alamos County Comprehensive Planning Team (2001)

Education:	Ph.D.	1976	Plasma Physics	UC San Diego
	M.S.	1974	Physics	UC San Diego
	B.S.	1970	Physics	Stanford University

**QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD,  
COMMITTEE OR TASK FORCE**

Applicant Name Thomas P. Starke

Committee DWI Planning Council

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Do you lobby County government? If yes, please explain.

NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Will you consent to a background investigation of your fitness to serve?

yes  
\_\_\_\_\_

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

NO  
\_\_\_\_\_  
\_\_\_\_\_



2015 SANTA FE COUNTY CONFLICT OF INTEREST AND  
FINANCIAL DISCLOSURE STATEMENT

Filing of this statement is required by Ordinance 2010-12 and 2011-9 of the Santa Fe County Code of Conduct. Copies of the Code and additional copies of this form may be obtained from the Santa Fe County Human Resources Division. Please print or type all information. Attach additional pages if more space is needed.

Starke Thomas P.  
Last Name First Name Middle Initial

N/A N/A  
Work Address Work Phone Number

2 Laurel Cr Santa Fe, NM 87506 505 820 2397  
Home Address Home Phone Number

N/A N/A  
Job Title Department/Division/Office

**Filing Status:**

☐ Candidate for Office ☐ Incumbent Elected Official ☐ County Employee ☐ Appointed Official ☒ Volunteer

Kathie Chucaine NM AG  
Name of Spouse Spouse's Employer

**1. Real Estate**

List all real property that you own in Santa Fe County and provide the address (es) or, if there is no address or if the address provides insufficient information to describe a large piece of property, a general description of the location of the property. List all real property in Santa Fe County in which you have any interest whatsoever, including outright ownership, an option to purchase, leasehold, or other interest.

home 2 Laurel Cr. SF 87506

**2. Interest in a Business**

List any interest that you have in a business organization, either as owner, part owner, partner (general or limited), or shareholder, in which you own more than two percent of the outstanding stock or more than two percent ownership interest, or in which you serve as general or managing partner, if that business does business with the County in an amount in excess of \$7,500.00 annually.

NA

**3. Gifts**

Identify each person from whom you received either directly or indirectly, any gift or gifts having an aggregate value of more than \$250.00 within the taxable year preceding the time of filing. This does not include any gift from a parent, grandparent, child, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, boyfriend, girlfriend, domestic partner, fiancé, or fiancée.

NA

#### 4. Financial Interests

List any financial interest that is: (i) an ownership interest or other interest in any contract or prospective contract with the County; (ii) an interest in the sale of real or personal property to or from the County; (iii) a financial relationship with a person or business whose interests may be affected by the County; (iv) any employment or prospective employment for which negotiations have already begun where the prospective employer has an interest in the sale of real or personal property to or from the County; or (v) any other interest that may be affected by the County.

N/A

#### 5. Memberships on Boards of For-Profit or Non-Profit Businesses or Organizations

List any boards of, for-profit or non-profit organizations or businesses that you or your spouse serve on.

Santa Fe Recovery Center - Impact DAI, - Self Non-Profit  
Gov. Mansion Foundation - spouse

#### 6. Professional Licenses in New Mexico

If you or your spouse hold any professional licenses in New Mexico to engage in a profession, such as medicine, law, cosmetology, construction, etc., please list below. Driver's licenses do not apply.

Type of License

Person Holding the License

Law - spouse

#### 7. Additional Information

Include below any pertinent financial interests or information that the preceding categories have not revealed.

N/A

#### OATH

I swear that this report, including any attachments, is true, correct and complete to the best of my knowledge.

Thomas P. Stehr

Signature of Reporting Person

STATE OF NEW MEXICO

SS.

COUNTY OF SANTA FE

The foregoing document was acknowledged, signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature

My commission expires: \_\_\_\_\_









**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 15, 2015*

**To:** *Board of County Commissioners*

**From:** *Bill Taylor, Chief Procurement Officer* *BT*

**Via:** *Katherine Miller, County Manager*  
*Carole Jaramillo, Finance Director* *KW*  
*Jeffrey Trujillo, ASD Director*

**ITEM AND ISSUE:** BCC Meeting April 28, 2015

**APPROVAL OF THE STATE AUDITOR AGREEMENT BETWEEN SANTA FE COUNTY AND AXIOM CPA AND BUSINESS ADVISORS, LLC, CONTRACT # 2013-0258-FI/MS FOR THE FINANCIAL AND COMPLIANCE AUDIT SERVICES FOR FISCAL YEAR 2015 FOR AN ADDITIONAL THIRD YEAR AND INCREASING THE TOTAL COMPENSATION OF THE CONTRACT AMOUNT TO \$ 314,349.00 INCLUSIVE OF GRT, ALSO AUTHORIZING THE COUNTY MANAGER TO SIGN THE PURCHASE ORDER. (Bill Taylor, Purchasing Division, Carole Jaramillo, Finance Department)**

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### **ISSUE:**

The Santa Fe County Finance Division requests authorization to award the third year of a multiple year Professional Services Agreement in response to RFP #2013-0258-FI/MS for the Financial and Compliance Audit Services for Santa Fe County. The Contractor shall conduct a financial and compliance audit of Santa Fe County for the period from July 1, 2014 through June 30, 2015. The total amount payable to the Contractor these services shall not exceed \$104,518.00 inclusive of GRT.

### **BACKGROUND:**

The Santa Fe County Finance Division will be submitting the Recommendation Letter to the New Mexico State Auditor's Office for approval to enter into the third year of a Multiple Year Agreement. Contingent upon approval of the recommendation for the audit contract, the State Auditor will provide the final signature.

**RECOMMENDATION:**

The Santa Fe County Finance Division requests authorization to enter into the third year of the Professional Services Agreement with Axiom Certified Public Accountants and Business Advisors LLC, contingent upon approval of the recommendation from the State Auditor to provide Financial & Compliance Auditing Services for Fiscal Year 2015 for Santa Fe County in the amount of \$ 104,518.00, inclusive of Gross Receipts Tax and authorizing the County Manager to sign the purchase order.

Contract No. \_\_\_\_\_

**STATE OF NEW MEXICO  
AUDIT CONTRACT  
(Counties)**

Santa Fe County

hereinafter referred to as the "Agency," and

Axiom Certified Public Accountants and Business Advisors LLC

hereinafter referred to as the "Contractor," agree:

**As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8.E, and whether the Contractor is eligible to enter into this Contract despite the restriction.**

**1. SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2014 through June 30, 2015:**

- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
- (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.52);
- (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.52), if applicable, consisting of:
  - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
  - (b) Combining financial statements;

- (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by NMAC Section 2.2.2.10.A(2)(f).
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
  - (1) The Management Discussion and Analysis (MD&A);
  - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and
  - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq.).

## 2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **November 1, 2015** and in accordance with NMAC Section 2.2.2.9:
  - (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
  - (3) a Summary of Findings Form available at [www.osanm.org](http://www.osanm.org); and
  - (4) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13.C. If

the State Auditor does not receive copies of the engagement letter, management representation letter, summary of findings form and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.
- D. Pursuant to NMAC Section 2.2.2.8.Q, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with TWO copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 15 copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract, including New Mexico gross receipts tax and expenses, shall not exceed \$ 104,518.00.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA 1978, and NMAC Section 2.2.2.8.N(1), Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$ 67,710.00
(2) Federal single audit	\$ 17,760.00
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	\$ 1,110.00
(5) Other (i.e., component units, specifically identified)	\$ 11,100.00

Gross Receipts Tax = \$ 6,838.00

Total Compensation = \$ 104,518.00

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. Pursuant to Section 12-6-14, NMSA 1978 and NMAC Section 2.2.2.8.N, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.

B. If awarded based on a multi-year proposal, each permitted annual extension of the Contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to NMAC Section 2.2.2.8.G(4).



5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

- (1) By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
- (2) By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
- (3) By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
- (4) By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to NMAC Section 2.2.2.8.D, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE. AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

**8. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8.L, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to NMAC Section 2.2.2.8.B, and that are not otherwise restricted by the Office from entering into such a contract pursuant to NMAC Section 2.2.2.8.E.

**9. RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

**10. RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

**11. CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

**12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8.M. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.8.Q, consistent with Generally Accepted Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

**18. AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

**19. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

**20. PENALTIES FOR VIOLATION OF LAW**

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

**21. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit.

oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor or the Agency, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

- B. If the Contractor wishes to review the working papers of a predecessor, Contractor shall request that the Agency seek delivery of the working papers from a predecessor contractor.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

If no other provisions are listed in this section, the remainder below is intentionally left blank.

**SIGNATURE PAGE**

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

**AGENCY**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

NAME: AXIDM

BY: Ch. Dan

TITLE: PARTNER

DATE: 4-13-15

Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: 4-10-15

Carmen Jacinto  
4/10/15

This Contract has been approved by:

**OFFICE OF THE STATE AUDITOR**

BY: \_\_\_\_\_

TITLE: DEPUTY STATE AUDITOR

DATE: \_\_\_\_\_

Contract No. 14-5026

STATE OF NEW MEXICO  
SANTA FE COUNTY  
AUDIT CONTRACT AMENDMENT  
No. 1

THIS AGREEMENT is made and entered into by and between, Santa Fe County, hereinafter referred to as the "Agency," and Axiom Certified Public Accountants and Business Advisors, LLC, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services  
(Attach additional supporting documentation):

To include assistance with the Financial Statement Preparation for the Fiscal Year 2014 Audit.

2. Compensation.

A.

CURRENT CONTRACT AMOUNT

SERVICES	HOURS	AMOUNTS
(1) Financial statement audit	610	\$65,880.00
(2) Federal single audit	160	\$17,280.00
(3) Financial statement preparation		
(4) Other non-audit services, such as depreciation schedule updates	10	1,080.00
(5) Other (i.e., component units, specifically identified)	100	\$10,800.00

Total Hours = 880

Gross Receipts Tax = \$6,653.00

Total Compensation= \$101,693.00

**PROPOSED CONTRACT AMENDMENT AMOUNT**

SERVICES	HOURS	AMOUNTS
(1) Financial statement audit	610	\$65,880.00
(2) Federal single audit	160	\$17,280.00
(3) Financial statement preparation	80	\$8,640.00
(4) Other nonaudit services, such as depreciation schedule updates	10	\$1,080.00
(5) Other (i.e., component units, specifically identified)	100	\$10,800.00

Total Hours = 960

Gross Receipts Tax = \$7,258.00

Total Compensation= \$110,938.00

**3. Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE OFFICE OF THE STATE AUDITOR (STATE AUDITOR). This Contract as amended shall on <DATE>, unless terminated pursuant to paragraph 4 or paragraph 5 of the Original Audit Contract.

**All other articles of this contract remain the same.**

**IN WITNESS WHEREOF**, parties have executed this Agreement as of the date of signature by the Office of the State Auditor, below or a specified date whichever is later.

**AGENCY**

BY: Kathleen Miller  
 TITLE: County Manager  
 DATE: 10-8-2014

**CONTRACTOR**

BY: Chi Tan  
 TITLE: PARTNER  
 DATE: 10-8-14

Approved as to form  
 Santa Fe County Attorney  
 By: [Signature]  
 Date: 10/8/14

This Contract has been approved by:

**STATE AUDITOR**

BY: [Signature]  
 TITLE: DEPUTY STATE AUDITOR  
 DATE: 10/16/14

**RECEIVED**

OCT - 9 2014

**STATE AUDITOR**

STATE AUDITOR CONTRACT NO. 14- 5026



## APPENDIX B

## COST SHEET (PART I)

BREAKDOWN (With Financial Statement  
Preparation)

	1st Year Hours FYE 6/30/13	1st Year Cost FYE 6/30/13	2nd Year Hours FYE 6/30/14	2nd Year Cost FYE 6/30/14	3rd Year Hours FYE 6/30/15	3rd Year Cost FYE 6/30/15
Financial Statement Audit	610	64,050	610	65,880	610	67,710
Federal Single Audit	160	16,800	160	17,280	160	17,760
Financial Statement Preparation	80	8,400	80	8,640	80	8,880
GASB 63 Implementation	20	2,100	20	2,160	20	2,220
Other (Housing Authority)	100	10,500	100	10,800	100	11,100
SUB TOTAL	970	101,850	970	104,760	970	107,670
Gross Receipts Tax		7,130		7,333		7,537
TOTAL COMPENSATION		108,980		112,093		115,207



RECEIVED

APR 10 2014

STATE AUDITOR

Contract No. 14-5024

STATE OF NEW MEXICO  
AUDIT CONTRACT

This CONTRACT is made and entered into this 4TH day of APRIL, 2014, by and between the  
County of Santa Fe  
hereinafter referred to as the "Agency", and  
Axiom Certified Public Accountants and Business Advisors LLC  
hereinafter referred to as the "Contractor", and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as "State Auditor".

As required by the Audit Rule, Section 2.2.2.1 et seq., NMAC, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8.E, NMAC, and whether the Contractor is eligible to enter into this contract with the restriction.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from July 1, 2013 through June 30, 2014:
- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
  - (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences* an amendment of *GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.52);

- (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.52), if applicable, consisting of:
  - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
  - (b) Combining financial statements;
  - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by Section 2.2.2.10.A(2)(f) NMAC
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
  - (1) The Management Discussion and Analysis (MD&A);
  - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and
  - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (Section 2.2.1, et seq., NMAC).
- D. If this contract is for a:
  - 1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (May 1, 2006), then another appropriate reporting model should be used; or
  - 2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10.A(1) and

2.2.2.12.C NMAC. If a 501(c)(3) component unit organization had a gross annual income in excess of \$250,000, Section 6-5A-4 NMSA 1978 requires that entity to be audited regardless of materiality.

## 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before November 15, 2014 and in accordance with Section 2.2.2.9, NMAC:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
  - (3) a list of the passed adjustments required by AU-C 580.14; and
  - (4) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);
- B. For purposes of Section 2.2.2, NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9.A, NMAC, will be considered received by the due date provided in that section. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with 2.2.2.13.C, NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.
- D. Pursuant to Section 2.2.2.8.Q, NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to Section 2.2.2.13, NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business days from the date of the authorization to print and submit the final audit

report, the Contractor shall provide the State Auditor with **TWO** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 15 copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed \$101,693.00.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA, 1978 and Section 2.2.2.8.N(1), NMAC, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	65,880.00
(2) Federal single audit	17,280.00
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	1,080.00
(5) Other (i.e., component units, specifically identified)	10,800.00

Gross Receipts Tax = \$ 6,653.00

Total Compensation = \$101,693.00

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.
- E. Pursuant to Section 12-6-14 NMSA 1978 and Section 2.2.2.8.N, NMAC, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The

Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.
- B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8.G(4), NMAC.

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8.S, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.
- B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized as provided in Paragraph 3(E), supra. If the Contractor terminates this Contract under

this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor written notice of the termination.
- D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8.L, NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to Section 2.2.2.8.B, NMAC, and that are not otherwise restricted by the Office from entering into such a contract pursuant to Section 2.2.2.8.E, NMAC.

9. **RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and



nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post the audited financial statements on their respective websites once it is publicly released by the State Auditor.

13. **CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and Section 2.2.2.8.M, NMAC. The Contractor shall immediately notify the State Auditor and the

Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.8.Q, NMAC, consistent with Generally Accepted Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this contract. Conflicts between the engagement letter and this contract are governed by this contract, and shall be resolved accordingly.

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A), NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

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

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the State Auditor.
- B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with AC-C and 210.12. Any costs incurred are to be borne by the requestor Contractor.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

If no other provisions are listed in this section, the remainder below is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

AGENCY

NAME: Santa Fe County

BY: Katherine Miller

TITLE: County Manager

DATE: 4-4-14

CONTRACTOR

NAME: AXDM

BY: C. Pare

TITLE: PRINCIPAL

DATE: 4-9-14

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 3/25/14

July 11, 14

This Contract has been approved by:

STATE AUDITOR

BY: [Signature]

TITLE: DEPUTY STATE AUDITOR

DATE: 5/7/14

RECEIVED:

APR 10 2014

STATE AUDITOR

State Auditor Contract No. 14-5026



2013-0258-F1/HS

Contract No. \_\_\_\_\_

**STATE OF NEW MEXICO  
AUDIT CONTRACT**

This CONTRACT is made and entered into this 30th day of APRIL, 2013, by and between the Sanla Fe County hereinafter referred to as the "Agency", and Axiom Certified Public Accountants and Business Advisors hereinafter referred to as the "Contractor", and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as "State Auditor".

As required by the Audit Rule, Section 2.2.2.1 NMAC, et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8.E, NMAC, and whether the Contractor is eligible to enter into this contract with the restriction.

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)**

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from July 1, 2012 through June 30, 2013:

- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
- (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.52);

- (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.52), if applicable, consisting of:
  - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
  - (b) Combining financial statements;
  - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by Section 2.2.2.10.A(2)(e) NMAC
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
  - (1) The Management Discussion and Analysis (MD&A);
  - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and
  - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (Section 2.2.1, et seq., NMAC).
- D. If this contract is for a:
  - 1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (May 1, 2006), then another appropriate reporting model should be used; or
  - 2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10.A(1) and



2.2.2.12.C NMAC. If a 501(c)(3) component unit organization had a gross annual income in excess of \$250,000, Section 6-5A-4 NMSA 1978 requires that entity to be audited regardless of materiality.

2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before November 15, 2013 and in accordance with Section 2.2.2.9, NMAC:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the signed management representation letter required by AU-C 580;
  - (3) a list of the passed adjustments required by AU-C 580.14; and
  - (4) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org).
- B. For purposes of Section 2.2.2, NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9.A, NMAC, will be considered received by the due date provided in that section. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Subsection C of 2.2.2.13.C, NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.
- D. Pursuant to Section 2.2.2.8.Q, NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to Section 2.2.2.13, NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business days from the date of the authorization to print and submit the final audit

report, the Contractor shall provide the State Auditor with TWO copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 15 copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed 98,868.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA, 1978 and Section 2.2.2.8.N(1), NMAC, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	64,050
(2) Federal single audit	16,800
(3) Financial statement preparation	0
(4) Other nonaudit services, such as depreciation schedule updates	1,050
(5) Other (i.e., component units, specifically identified)	10,500

Gross Receipts Tax = 6,468

Total Compensation = 98,868

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.
- E. Pursuant to Section 12-6-14 NMSA 1978 and Section 2.2.2.8.N, NMAC, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The

Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. TERM

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, *infra*, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.
- B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8.G(4), NMAC.

5. TERMINATION, BREACH AND REMEDIES

- A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, *supra*, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, *infra*. Pursuant to Section 2.2.2.8.S, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.
- B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized as provided in Paragraph 3(E), *supra*. If the Contractor terminates this Contract under

this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor written notice of the termination.
- D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8.L, NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to Section 2.2.2.8.B, NMAC, and that are not otherwise restricted by the Office from entering into such a contract pursuant to Section 2.2.2.8.E, NMAC.

9. **RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and

nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of five (5) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract 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 Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post the audited financial statements on their respective websites.

13. **CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

14. **INDEPENDENCE**

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and Section 2.2.2.8.M, NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978.

16. MERGER

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.8.Q, NMAC, consistent with Generally Accepted Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this contract. Conflicts between the engagement letter and this contract are governed by this contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

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

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

- A. The Contractor shall retain the working papers of the Agency's audit conducted pursuant to this Contract for a period of five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the State Auditor.
- B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with AC-C and 210.12. Any costs incurred are to be borne by the requestor Contractor.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

AGENCY

NAME: Santa Fe County  
BY: Kathleen Miller  
TITLE: County Manager  
DATE: 4-26-13

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: April 23 2013

CONTRACTOR

NAME: CHRIS GARNER  
BY: Ch. Garner  
TITLE: PRINCIPAL  
DATE: 4-30-13

[Signature]  
This Contract has been approved by:

STATE AUDITOR

BY: [Signature]  
TITLE: DEPUTY STATE AUDITOR  
DATE: 6/17/13

State Auditor Contract No. 13 - 5026.

RECEIVED

APR 30 2013

STATE AUDITOR







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 14, 2015

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager *BT*

Via: Katherine Miller, County Manager *KM*  
Jeff Trujillo, ASD Director  
Rachel O'Connor, Community Services Director

ITEM AND ISSUE: BCC Meeting April 28, 2015

REQUEST APPROVAL OF PRESBYTERIAN MEDICAL SERVICES AGREEMENT BETWEEN SANTA FE COUNTY AND PRESBYTERIAN MEDICAL SERVICES, NO. 2015-0188-CSD/MM TO PROVIDE EMERGENCY BEHAVIORAL HEALTH SERVICES FOR ADULTS AND ADOLESCENTS IN THE AMOUNT OF \$350,000, INCLUSIVE OF GRT AND AUTHORIZING THE COUNTY MANAGER TO SIGN THE PURCHASE ORDER. (Bill Taylor-Procurement Manager/Rachel O'Connor-Community Services Director)

### SUMMARY

The Purchasing Division and the Community Services Department are requesting approval of Agreement No. 2015-0188-CSD/MM with Presbyterian Medical Services to provide emergency behavioral health services for adults and adolescents in Santa Fe County.

### BACKGROUND

The Purchasing Division issued Request for Proposal (RFP) #2015-0188-CSD/MM "Mobile Crisis Response Team" on January 30, 2015 and proposals were submitted by the following firms:

Presbyterian Medical Services

The proposal was reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of four members reviewed and ranked the proposals. An interview was

conducted with Presbyterian Medical Services. The evaluation committee selected Presbyterian Medical services as the most qualified to perform the service.

**ACTION REQUESTED**

The Purchasing Division and the Community Services Department are requesting approval of Agreement No. 2015-0188-CSD/MM with Presbyterian Medical Services in the amount of \$350,000 inclusive of GRT to provide Mobile Crisis Response and authorizing the County Manager to sign the purchasing order.

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND PRESBYTERIAN MEDICAL SERVICES  
TO PROVIDE MOBILE CRISIS TEAM RESPONSE SERVICES  
FOR ADULTS AND ADOLESCENTS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between Santa Fe County, hereinafter referred to as the "County" and Presbyterian Medical Services, whose principal place of business is located at PO Box 2267, Santa Fe, New Mexico 87504, hereinafter referred to as the "Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2015-0188-CSD/MM to provide Mobile Crisis Response Team Services for Adults and Adolescents; and

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

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

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

The Mobile Crisis Response Team will target adults and adolescents throughout Santa Fe County who are experiencing a behavioral health crisis.

The Contractor shall:

- A. Deliver immediate relief of distress in crisis situations and/or timely and accessible aid to people in crisis. Provide immediate stability to persons and assist them to return to their pre-crisis level of functioning.
- B. Link to a 24/7 countywide toll free hotline that provides general information, screening, referral and consultation to members of the community who call the 24/7 hotline.
- C. Provide adults and adolescents crisis services to include assessment, intervention and stabilization by telephone or in person.
- D. Assist clients with increasing and maintaining their community tenure and their ability to recognize and deal with situations that may otherwise result in crises. Provide awareness to increase or improve their network of community and support, as well as their use of these support resources for crisis prevention.

- E. Provide a referral to or arrange for any additional mental health or substance abuse services which may be needed. Provide follow up services with other community programs for ongoing services, ensuring that a beneficial linkage is made.
- F. Document for the monthly status report the process and outcome for each intervention and follow-up, including navigating the client into the behavioral health system and linking the client with a medical home for co-occurring health issues.
- G. Collaborate and communicate with all law enforcement, 911 dispatch, courts, Office of the Public Defender, behavioral health staff, hospitals and other community agencies. Establish system for sharing information and provide training and coordination with law enforcement, first responders and 911 dispatches.
- H. Provide community awareness of the Mobile Crisis service, with implementation of a countywide public awareness campaign, to include bilingual information, conventional print and magnets as well as social media, radio, advertising the availability of the crisis hotline 24 hours a day, seven days a week, as well as the availability of a two-member team of trained mobile behavioral health professionals to travel immediately to the person in crisis for assessment and on-site assistance.
- I. Provide experienced, qualified and trained staff that will meet the New Mexico Interagency Behavioral Health Service Requirements and Utilization Guidelines (HPCPS H2011 Appendix B).
- J. Provide services in accordance with the U.S. Department of Health and Human Services Practice Guidelines: Core Elements in responding to Mental Health Crisis (Appendix A), New Mexico Interagency Behavioral Health Service Requirements and Utilization Guidelines (Appendix B), and Santa Fe County Resolution No. 2014-47 (Appendix C).
- K. Collect and analyze data on the mobile crisis response team to document outcomes achieved, including but not limited to: response time to calls; percentage of suicide deaths averted; percentage of callers diverted from the emergency department; percentage of callers diverted from detention facilities; referrals made; compliance with referrals.

**Measureable Outcomes:**

1. Achieving a ten percent reduction in repeat callers to the first responders in the first year of the program following the baseline year Fiscal Year 2015 and an additional five percent reduction each following year if the contract is renewed.
2. Successfully engaging at least 30 percent of clients in services during the six-month period since crisis intervention.

3. Reducing emergency room visits to CHRISTUS St Vincent Regional Medical Center by 20 percent over a four-year period, if the contract is renewed for that period.
4. Decreasing EMT contacts by clients served in the first year of the project by five percent in the second year and an additional five percent each subsequent year.
5. Reducing the use of emergency services, health care costs and law enforcement costs by channeling people directly into appropriate and effective mental health and substance abuse treatment services. Comparing the cost of mobile crisis services to the costs of regular law enforcement response to a comparable mental health emergency to demonstrate cost savings.
6. Increasing the number of persons receiving crisis assessment and acute crisis stabilization services in non-hospital, non-jail settings.
7. Increasing the number of persons receiving detoxification and temporary shelter services.
8. Increasing the number of persons receiving outpatient treatment services in the local community regardless of ability to pay.
9. Increasing the number of persons receiving post-crisis coordinated community services.
10. Decreasing the frequency of repeated incidents of acute mental illness crisis.
11. Increasing the number of persons receiving appropriate substance abuse and mental health services while being held in jail for protective custody or mental health hold.

**Deliverables:**

1. A monthly detailed status report for all activity of the mobile crisis team as indicated in Section 3. Compensation and Invoicing, paragraph A, subparagraph 1).
2. An annual report based on the above 1-11 Measurable Outcomes within (30) thirty days of the contract term.

**2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards stated herein and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

### 3. COMPENSATION AND INVOICING

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

- 1) For services provided in conformity with this Agreement, Contractor will invoice the County monthly for a sum not to exceed **twenty nine thousand one hundred sixty-six dollars and sixty-six cents (\$29,166.66)** over a twelve (12) month period (a 1/12<sup>th</sup> drawdown over the term of this Agreement). Invoices shall include a monthly detailed status report for all activity of the mobile crisis team to include the following:
  - the number of clients served by the hotline;
  - the number of calls routed to the mobile crisis from 911;
  - the number of clients who received crisis intervention on site;
  - the number of clients referred to appropriate behavioral health services;
  - the names of the behavioral health providers to which clients were referred, including the number referred to each provider;
  - the number of clients who met the definition of indigent in Santa Fe County served by Contractor;
  - the estimated number of clients who met the definition of indigent in Santa Fe County and served by other providers;
  - the source of payment, if any, by the clients served;
  - any and all training provided for law enforcement, 911 staff, and first responders, describing the type of training and the number and affiliation of people trained; and
  - a detailed description of operational costs, including for hotline services and training.
- 2) The total amount of compensation payable to the Contractor over the initial term of this Agreement shall not exceed **three hundred fifty thousand dollars (\$350,000)**, inclusive of NM GRT.
  - a. Of the total compensation, a sum not to exceed **two hundred and fifty thousand dollars (\$250,000)** shall be



available to reimburse Contractor for services provided to clients who met the criteria of the Health Care Assistance Program authorized by Santa Fe County Resolution 2014-47. A sum not to exceed one hundred thousand dollars (\$100,000) may be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria for the Santa Fe County Healthcare Assistance Program.

- 3) The sum of three hundred fifty thousand dollars (\$350,000) for the initial term of this Agreement is a maximum and not a guarantee that the services to be provided by the Contractor under this Agreement will equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without reimbursement when the not to exceed sum is reached. The County will notify the Contractor when the payable reimbursements to the Contractor reach the not to exceed sum. In no event will the Contractor be reimbursed or compensated for services provided in excess of the not to exceed sum without this Agreement being amended.

B. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for an additional three (3) years. In no event shall this Agreement exceed a term of four (4) years.

#### 5. TERMINATION

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

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

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

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

## **7. INDEPENDENT CONTRACTOR**

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

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

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

**10. PERSONNEL**

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

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

**11. RELEASE**

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

**12. CONFIDENTIALITY**

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

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

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

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

**14. CONFLICT OF INTEREST**

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

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

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

**16. ENTIRE AGREEMENT; INTEGRATION**

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

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

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

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including any applicable provisions of the Health Insurance Portability and Accountability Act.

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

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

**20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this

Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

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

## **21. INDEMNIFICATION**

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

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

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

## **22. SEVERABILITY**

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

## **23. NOTICES**

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

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

To the Contractor:        Presbyterian Medical Services  
                                 PO Box 2267  
                                 Santa Fe, NM 87504-2267

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

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

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

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

## **25. FACSIMILE SIGNATURES**

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

## **26. NO THIRD-PARTY BENEFICIARIES**

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

## **27. INSURANCE**

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

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

**28. PERMITS, FEES, AND LICENSES**

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

**29. NEW MEXICO TORT CLAIMS ACT**

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

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**31. SURVIVAL**

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

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

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

**ATTESTATION:**

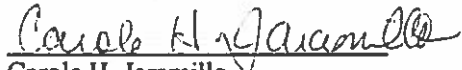
\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**APPROVED AS TO FORM**

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

4/10/15  
\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL**

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

4/14/15  
\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name & Title)



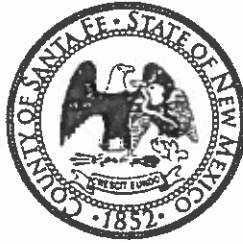




**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **Memorandum**

**DATE:** *April 14, 2015*

**TO:** *Santa Fe County Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager*

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

**ITEM AND ISSUE:** *BCC Meeting, April 28, 2015*

**SUBJECT:** *Requesting Board of County Commissioner Approve the Purchase of 3 Pierce Mini-Pumpers Aqua Fria, Edgewood and Galisteo Fire Districts in the Amount of \$ 591,804.66 Utilizing the Houston-Galveston Area Council Cooperative Purchasing Agreement and Authorizing the County Manager to Sign the Purchase Order. (Bill Taylor, Purchasing/ Chief David Sperling)*

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### **ISSUE:**

*Pursuant to of Ordinance 2012-5, Section One, Outside Contracts; should not be used unless the Procurement Manager makes a specific finding that competitive bidding for a particular product would not be advantageous to the County. In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves.*

The Santa Fe County Fire Department and Purchasing Division requests the use of an outside contract, specifically the Houston-Galveston Area Council (HGAC) to purchase 3 Pierce Mini-Pumpers for Aqua Fria, Edgewood and Galisteo Fire Districts in the total amount of \$ 591,804.66. Competitive bidding for these emergency vehicles would not be advantageous to the County due to the fact that this equipment would otherwise require specialized build out of the apparatus to meet the County's needs.

The Houston-Galveston Area Council (HGAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county regions. The HGAC Board awards all contracts, through competitive bidding which can then be made available to participating local governments nationwide. New Mexico is one of

49 states that are participating members. The NM State Purchasing Division authorizes Local Public Bodies the use of the HGAC contract for the purchase of goods and services.

**BACKGROUND:**

The Fire Department has identified a need for these fire apparatus based on the increase in call volume and other specific Fire District considerations. Edgewood and Galisteo Fire Districts each received a \$100,000 grant from the State Fire Marshal's Office to facilitate these purchases. The remaining amount of \$391,804.66 will be funded through Fire District funds that have been allocated for this purpose, Fire Excise Tax revenue, and Fire and Rescue Impact fees.

**RECOMMENDATION:**

The Fire Department requests the Board of County Commissioners approve the use of the HGAC contract to purchase 3 Pierce Mini-Pumpers and authorizing the County Manager to sign the purchase order.

**CONTRACT PRICING WORKSHEET**  
**For MOTOR VEHICLES Only**

Contract  
No.:

FS12-13

Date  
Prepared:

01/06/15

***This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.***

<b>Buying Agency:</b>	Santa Fe County / Galisteo / Edgewood / Aagua Fria	<b>Contractor:</b>	Siddon-Martin Emergency Group
<b>Contact Person:</b>	Chief David Sperling	<b>Prepared By:</b>	John Kovach
<b>Phone:</b>	505-992-3076	<b>Phone:</b>	602-790-7294
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>	dsperling@co.santa-fe.nm.us	<b>Email:</b>	jdorran@sillons-martin.com
<b>Product Code:</b>	UC01	<b>Description:</b>	Pierce Mini Pumper
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>			
			\$196,514.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b>			
(Note: Published Options are options which were submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	\$5,423.00
		<b>Subtotal B:</b>	\$5,423.00
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>			
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	-\$3,835.45
		<b>Subtotal C:</b>	-\$3,835.45
<b>Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).</b>		<b>For this transaction the percentage is:</b>	-1.90%
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>			
<b>Quantity Ordered:</b>	3	<b>X Subtotal of A + B + C:</b>	198101.549 =
		<b>Subtotal D:</b>	\$594,304.65
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>			<b>Subtotal E:</b> \$2,000.00
<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>			
Description	Cost	Description	Cost
Chassis Pre-Payment Discount		Aerial Pre-Payment Discount	
100% Pre-Payment Discount		Trade Inn Allowance	
3 Truck Order Discount	\$4,500.00		
		<b>Subtotal F:</b>	\$4,500.00
<b>Delivery Date:</b>		<b>G. Total Purchase Price (D+E+F):</b>	
		\$591,804.65	



You are here: Home &gt; Fire Service Apparatus - FS12-13

**GENERAL PURPOSE & EMERGENCY VEHICLES****FIRE SERVICE APPARATUS - FS12-13****Contractor: You Select****Effective Date: (Optional) 03/24/2012 to 06/30/2012**

- [Blanchat Manufacturing](#)
- [Rosenbauer South Dakota LLC](#)
- [Crimson](#)
- [Custom Fire](#)
- [Daco](#)
- [Danko](#)
- [Darley](#)
- [Deen South](#)
- [Emergency One \(E-One\)](#)
- [Ferrara](#)
- [Rosenbauer Minnesota LLC](#)
- [KME](#)
- [Marion](#)
- [Metro Fire Apparatus Specialists, Inc.](#)
- [Nevada Pacific Fire & Safety Inc.](#)
- [OshKosh](#)
- [Pierre](#)
- [Rosenbauer](#)
- [Scottray](#)
- [Sullivan Trucks](#)
- [Sunbelt](#)
- [Super Vac](#)
- [Sutphen Corporation \(Sutphen\)](#)
- [Sunbelt Fire, Inc.](#)
- [Tonne](#)
- [U.S. Tanker](#)
- [Emergency Vehicles \(EVI\)](#)

**Blanchat Manufacturing**

Contractors:

Blanchat Mfg. (Mfr.)

Chastang Ford (Commercial Classis Dealer - TX)

Product Code	Model & Description	Base Price
<b>B Wildland Fire Apparatus (Brush Fire)</b>		
BB01	B-3-F450 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Ford F450 Chassis 60" CA.	\$78,876.00
BB03	B-4-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on Ford F550 chassis 60" CA.	\$82,988.00
BB05	B-5-F550 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on Ford F550 chassis 84" CA.	\$83,278.00
BB07	B-6-Ford Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 800 gal poly tank mounted on a Ford F-750 Chassis.	\$110,797.00
BB08	B-24-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, single upswing door per side mounted on a Ford F550 60" CA.	\$90,886.00
<b>D Special Service Apparatus (Walk-in &amp; Non-Walk-in Bodies) Multi-use Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
BD01	B-27-F550 Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, mounted on a ford F550 chassis 84" CA.	\$98,427.00
BD03	B-58-Ford Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side, dual HPX200 pump driven by 23HP briggs motors, 800 gal poly tank, mounted on a Ford F-750 chassis.	\$153,876.00

[Back to top](#)**Rosenbauer South Dakota LLC**

Contractors:

**H-GAC CONTACTS**

- **Palmer Jackie**  
(P): 713-993-2466  
(F): 712-993-4548  
[jackie.palmer@h-gac.com](mailto:jackie.palmer@h-gac.com)

**VENDOR CONTACTS**

- **911 Fleet and Fire Equipment**  
Eric Colson  
(P): 877-605-2378  
(F): 877-371-0131  
[Click here for Email](#)
- **AAA Firepro of New Mexico**  
Glen Williams  
(P): 575-762-2574  
(F): 575-762-1464  
[Click here for Email](#)
- **Absolute Fire Protection Co. Inc.**  
Michael J. Pirio  
(P): 908-737-3600  
(F): 908-737-3616  
[Click here for Email](#)
- **Alamo Fire Apparatus, LLC**  
Scott Young  
(F): 210-838-0175  
[Click here for Email](#)
- **All American Fire Equipment Inc.**  
Jeffrey Yosler  
(P): 740-333-6801  
(F): 740-333-6803  
[Click here for Email](#)
- **Amletum Fire Apparatus, Inc.**  
W. Kyl Dieterich  
(P): 301-797-1410  
(F): 301-797-1412  
[Click here for Email](#)
- **Artesia Fire Equipment, Inc.**  
Marshall Davis  
(P): 575-746-2426  
(F): 575-748-1128  
[Click here for Email](#)
- **Atlantic Coast Fire Trucks**  
Steve Dill  
(P): 412-539-2718  
(F): 843-651-1514  
[Click here for Email](#)
- **Atlantic Emergency Solutions, Inc.**  
Joseph Pack  
(P): 800-442-0700  
(F): 703-257-2572  
[Click here for Email](#)
- **Banner Fire Equipment, Inc.**  
Michael J. Benker  
(P): 888-226-3473  
(F): 618-251-6020  
[Click here for Email](#)
- **Blake Fulenwider CDJ**  
Kevin Monney  
(P): 325-893-1110  
(F): 325-893-1012  
[Click here for Email](#)
- **Blanchat Mfg Inc.**  
Greg Blanchat  
(P): 620-890-7145  
(F): 620-890-7178  
[Click here for Email](#)
- **Bonsaventure Company Inc.**  
Nolan J. LeBlanc  
(P): 337-334-4200  
(F): 337-334-8885  
[Click here for Email](#)





## Pierce

## Contractors:

Pierce Manufacturing Inc. (Mfr.)

Siddons-Martin Emergency Group (Dealer - TX)

Atlantic Emergency Solutions, Inc. (Dealer - VA)

Chastang Ford (Commercial Chassis Dealer - TX) - UB03, UB05, UB07

Emergency Equipment Professionals, Inc. (Dealer - MS)

Product Code	Model & Description	Base Price
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
UA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$810,000.00
UA02	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$664,617.00
UA03	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$703,240.00
UA04	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$904,930.00
UA05	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (500#)	\$665,653.00
UA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	\$864,959.00
UA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	\$996,560.00
UA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$951,663.00
UA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (500#)	\$901,610.00
UA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 114' Rear Mounted Telescopic, Articulating Platform	\$1,306,114.00
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
UB03	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Flatbed	\$109,888.00
UB05	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Utility Body	\$122,324.00
UB07	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$324,942.00
<b>C. Pumper Fire Apparatus</b>		
UC01	M2 Freightliner 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$198,514.00
UC02	IHC 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$198,338.00
UC03	KW 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$199,023.00
UC04	Peterbilt 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$205,618.00
UC05	Pierce Saber, 4-Door, Full-Tilt Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$307,311.00
UC06	Pierce Arrow XT, 4-Door, Full-Tilt Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$393,260.00
UC07	Pierce Dash CF, 4-Door, Full-Tilt Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$445,411.00
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
UD01	Ford F-550 4-Door, 12' Non-Walk-In Formed Aluminum Body	\$126,264.00
UD02	M2 Freightliner 2-Door OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$178,802.00
UD03	IHC 2-Door OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$183,454.00
UD04	Kenworth 2-Door OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$186,290.00
UD05	Peterbilt 2-Door OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$192,835.00

UD06	Pierce Saber, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$292,516.00
UD07	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-In Body	\$373,354.00
UD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$195,637.00
UD09	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$200,259.00
UD10	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$203,125.00
UD11	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$209,478.00
UD12	Pierce Saber 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$309,351.00
UD13	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$401,562.00

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Cost Center  
2114-1844-422

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Galisteo Fire Department for Mini Pumper/Rescue truck has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Galisteo Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

John C. Standefer  
State Fire Marshal

Sincerely,

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Jean Moya  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

*Cost Center  
244-0833-422*

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Edgewood Fire Department for Mini-pumper/rescue truck has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Edgewood Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Timothy Solinski  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOKA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIRPERSON  
DISTRICT 5 BEN L. HALL



P.O. Box 1269  
1120 Paseo de Peralta, Room 413  
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION  
John Standefer, State Fire Marshal

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

## CHIEF OF STAFF

S. Vincent Martinez

November 14, 2014

Mr. Charlie Velarde, Assistant Fire Chief  
Santa Fe County, Fire Department  
#35 Camino Justicia  
Santa Fe, New Mexico 87508

Chief Velarde:

The specifications you submitted on January 15, 2015 for the purchase of mini pumper/rescue have been reviewed and are approved. Edge wood Fire Department is authorized to use fire protection Fund monies for the purchase of this wild land unit. Please be advised the standards for the apparatus shall comply with NFPA 1901 Standards for Automotive Fire Apparatus 2009 Edition.

"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Mini Pumper/Rescue. The Edgewood Fire Department is currently and ISO rating of 5 with a minimum yearly Fire Protection Fund Allocation of \$168,558.00

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the Mini Pumper/Rescue. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any question with this report please do not hesitate to contact me at 505-690-9312.

Sincerely,

A handwritten signature in cursive script that reads "Randy J. Varela".

Randy J. Varela  
Fire Department Inspector

XC Mr. Vernon Muller, Deputy Fire Marshal  
Mr. David Sperling, Fire Chief  
File

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOKA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIRPERSON  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. Vincent Martinez



P.O. Box 1269  
1120 Paseo de Peralta, Room 413  
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION  
John Standefer, State Fire Marshal

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

January 15, 2015

Mr. Charlie Velarde, Assistant Fire Chief  
Santa Fe County, Fire Department  
#35 Camino Justicia  
Santa Fe, New Mexico 87508

Chief Velarde:

The specifications you submitted on January 15, 2015 for the purchase of an initial attack unit have been reviewed and are approved. Galisteo Fire Department is authorized to use fire protection Fund monies for the purchase of this initial attack unit. Please be advised the standards for the apparatus shall comply with NFPA 1901 Standards for Automotive Fire Apparatus 2009 Edition.

"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Initial Attack Unit. The Galisteo Fire Department is currently and ISO rating of 6 with a minimum yearly Fire Protection Fund Allocation of \$58,584.00

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the initial attack. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any question with this report please do not hesitate to contact me at 505-690-9312.

Sincerely,

A handwritten signature in cursive script that reads "Randy J. Varela".

Randy J. Varela  
Fire Department Inspector

XC Mr. Vernon Muller, Deputy Fire Marshal  
Mr. David Sperling, Fire Chief  
File

