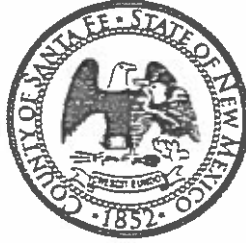


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Patricia Boies, Acting Director, Community Services Department *PBS*
Michael Spanier, Administrative Manager, Community Services Department *MS*

From: Bill Taylor, Purchasing Director

Date: April 27, 2016

Re: Approval of Amendment No. 1 to Professional Service Agreement No. 2015-0229A-CSD/MM between Santa Fe County and La Familia in the Amount of \$185,000 to Extend for an Additional Year for the Low Birth Weight Prevention Initiative (Purchasing/Bill Taylor/Community Services/Patricia Boies).

ISSUE

Approval is requested for Amendment No. 1 to Professional Service Agreement No. 2015-0229A-CSD/MM between Santa Fe County and La Familia in the amount of \$185,000 to extend for an additional year for the Low Birth Weight Prevention Initiative.

BACKGROUND

Santa Fe County and La Familia entered into Professional Service Agreement No. 2015-0229A-CSD/MM to implement a low birth weight prevention initiative, for a term beginning May 14, 2015 and ending May 14, 2016, for \$185,000, with the provision that the agreement may be extended for three additional years.

The proposed Amendment No. 1 to the Professional Service Agreement extends to term to May 14, 2017. The compensation of \$185,000 for this second one-year term is identical to that of the initial one-year term. Of the total compensation, \$148,000 will derive from Health Care Assistance Program funds and \$37,000 will derive from Health Administration funding.

RECOMMENDATION

The Community Services Department recommends approval of Amendment No. 1 to Professional Service Agreement No. 2015-0229A-CSD/MM between Santa Fe County and La Familia in the amount of \$185,000 to extend for an additional year for the Low Birth Weight Prevention Initiative.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY AND LA FAMILIA**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **La Familia**, hereafter referred to as the "Contractor".

WHEREAS, the County and Contractor entered into Agreement No. 2015-0229A-CSD/MM (Agreement) on May 14, 2015; and

WHEREAS, according to Paragraph 15 (No Oral Modifications, Written Amendments Required), of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by this Amendment No. 1 the County wishes to extend the term of the Agreement for one year and increase the Contractor's compensation by \$185,000.

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

1. Paragraph 3.A.2) (COMPENSATION, INVOICING, AND SET-OFF) of the Agreement is amended by inserting a subparagraph "b)" to read:

- b) By Amendment No. 1 to this Agreement, the term is extended from May 14, 2016 to May 14, 2017. For this term the Contractor's compensation is increased by one hundred eighty five thousand dollars (\$185,000). Of the \$185,000 in compensation, a sum not to exceed one hundred forty-eight thousand dollars (\$148,000) shall be available to reimburse Contractor for services provided to clients **who meet** the criteria of the Santa Fe County Health Care Assistance Program (Santa Fe County Resolution 2014-47). Of the \$185,000 in compensation, a sum not to exceed thirty seven thousand dollars (\$37,000) shall be available to reimburse Contractor for services provided to clients **who do not** meet the eligibility criteria for the Healthcare Assistance Program. The total amount payable to the Contractor under this Agreement, as amended, shall not exceed three hundred seventy thousand dollars (\$370,000), inclusive of New Mexico gross receipts tax.

2. Article 4. (EFFECTIVE DATE AND TERM) of the Agreement is amended by inserting a new subparagraph "A" to read:

- A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from May 14, 2016 to May 14, 2017, unless earlier terminated pursuant to Section 5 (Termination) or 6 (Appropriations) of this Agreement.

3. All other provisions of the Agreement No. 2015-0229A-CSD/MM not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY

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

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

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

4/25/16
Date

Finance Department:

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

4/26/16
Date

CONTRACTOR:

Signature

Date

Print name & title

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND LA FAMILIA MEDICAL CENTER
TO IMPLEMENT LOW BIRTH WEIGHT PREVENTION INITIATIVE PROGRAM**

THIS AGREEMENT is made and entered into this 14th day of May 2015, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **La Familia Medical Center**, whose principal place of business is located at 1035 Alto Street, Santa Fe, NM 87501, hereinafter referred to as the "Contractor".

WHEREAS, the Santa Fe County Community Services Department is requesting the implementation of a Low Birth Weight Prevention Initiative Program; and

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. 2015-0229-CSD/MM for the provision implementing a Low Birth Weight Prevention Initiative Program; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor to be responsive and qualified to perform the work as stated within.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall:

1. Deliver evidence-based programming and services shown to prevent low birth weight by reducing risk behaviors and factors and bolstering protective factors for accessing prenatal care and resolving risk behaviors;
2. Provide accompanying public awareness and outreach targeting populations and communities at risk for low birth weight and connecting at-risk women with prenatal programs in Santa Fe County;
3. Provide experienced, qualified, and trained personnel to implement culturally competent programming, public awareness, and outreach;
4. Engage in formative evaluation from the outset of the program to contribute to filling data gaps and determining baseline data on who is not accessing prenatal care in the first trimester and why, who is receiving prenatal care but still delivering low birth weight babies, and how best to tailor the program to reach and affect target population(s). Continually evaluate program effectiveness. Conduct outcome evaluation to determine the program's impact on low birth weight in the target population.

Deliverables:

1. A public awareness campaign plan including timeline and budget to be submitted for approval by the Community Services Department within (30) thirty days of the effective date of this Agreement.
2. A detailed monthly status report for all the activity of the Low Birth Weight Prevention program as indicated in Section 3, (Compensation, Invoicing, and Set-Off,) Paragraph A subparagraph 1.
3. Three quarterly reports which include a summary of all the activity of the Low Birth Weight Prevention program as indicated in Section 3, (Compensation, Invoicing, and Set-Off,) Paragraph A subparagraph 1 as well as the following:
 - teen clinic attendance, contraceptive rate,
 - emergency walk-in nurse visit contraceptive encounters,
 - initiation of prenatal care by trimester including the number of screens performed using the new screening tool,
 - attendance in pregnancy, labor, and breastfeeding classes,
 - attendance at the Comunidad, Ejercicio, Nutrición y Acción program,
 - smoking cessation class attendance,
 - referrals to home visiting programs and number of visits by La Familia Community Health Workers,
 - attendance in group prenatal visits,
 - birth weight outcomes by age, income level and other risk factors.
4. An annual report including a year-end summary of all the activity listed in in Section 3 (Compensation, Invoicing, and Set-Off,) Paragraph A subparagraph 1 to be submitted within (30) thirty days of contract expiration. The annual report shall include a summary of birth weight outcomes by age, income level and other risk factors as compared to a the 7.4% baseline percentage of low birth weight babies delivered by La Familia providers in the previous fiscal year.

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 and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off). of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

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

- 1) For services provided in conformity with this Agreement, Contractor will invoice the County monthly for a sum not to exceed **fifteen thousand four hundred sixteen dollars and sixty-seven cents (\$15,416.67)** over a twelve (12) month period (a 1/12th drawdown over the term of this Agreement). Invoices shall include a monthly detailed status report for all activity of the Low Birth Weight Prevention program to include the following:
 - a description of public awareness campaign activities by type, date and venue and the estimated number of individuals reached through the campaign,
 - a description of outreach activities by type, date and venue and the estimated number of individuals reached through outreach activities,
 - the number of clients served by the program and the type of services provided,
 - the total number of people served who meet the eligibility requirements for the Santa Fe County Health Care Assistance program,
 - the total number of people served where services were paid through Medicaid,
 - the number of people served from other payor sources.
- 2) The total amount of compensation payable to the Contractor over the initial term of this Agreement **shall not exceed one hundred eighty five thousand dollars (\$185,000)**, inclusive of NM GRT.
 - a. Of the total compensation, a sum not to exceed **one hundred and forty eight thousand dollars (\$148,000)** 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 **thirty seven thousand dollars (\$37,000)** 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.
 - b.
- 3) The sum of one hundred eighty five thousand dollars (\$185,000) 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, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for three (3) additional years in one (1) year increments. In no event, shall this contract exceed four (4) years. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of the Agreement.

5. TERMINATION

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

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 federal and 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: La Familia Medical Center
Attention: Chief Executive Officer
1035 Alto Street
Santa Fe, NM 87501

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

25. FACSIMILE SIGNATURES

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. INSURANCE

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

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

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

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

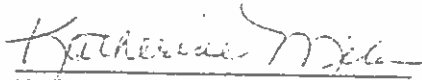
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

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 Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


5-14-15
Date

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

5-4-15
Date

FINANCE DEPARTMENT


Carole H. Jaramillo
Santa Fe County Finance Director

5/14/15
Date

CONTRACTOR:


(Signature)

JAY P. JOLLY
(Print Name)

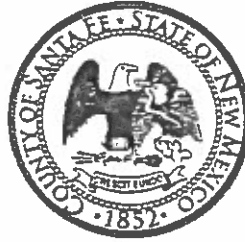
5/5/2015
Date

CHIEF EXECUTIVE OFFICER
Print Title

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Patricia Boies, Acting Director, Community Services Department *PBS*
Michael Spanier, Administrative Manager, Community Services Department *MAS*

From: Bill Taylor, Purchasing Director

Date: April 27, 2016

Re: Approval of Amendment No. 1 to the Professional Service Agreement No. 2015-0188-CSD/MM Between Santa Fe County and Presbyterian Medical Services in the Amount of \$350,000 to Extend for an Additional year for the Operation of the Mobile Crisis Response Team (Purchasing/Bill Taylor/Community Services/Patricia Boies).

ISSUE

Approval is requested for Amendment No. 1 to the Professional Service Agreement No. 2015-0188-CSD/MM between Santa Fe County and Presbyterian Medical Services for the operation of the Mobile Crisis Response Team, to extend for an additional year in the amount of \$350,000.

BACKGROUND

Santa Fe County and Presbyterian Medical Services entered into Professional Service Agreement No. 2015-0188-CSD/MM to provide a Mobile Crisis Response Team, for a term beginning April 28, 2015 and ending April 28, 2016, for \$350,000, with the provision that the agreement may be extended for three additional years. That Agreement has been extended for a 30-day period that will expire on May 28, 2016.

The proposed Amendment No. 1 to the Professional Service Agreement extends the term to April 28, 2017. The compensation of \$350,000 for this second one-year term is identical to that of the initial one-year term. Of the total compensation, \$250,000 will derive from Health Care Assistance Program funds and \$100,000 will derive from Health Administration funding.

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov

RECOMMENDATION

The Community Services Department recommends approval of Amendment No. 1 to the Professional Service Agreement No. 2015-0188-CSD/MM between Santa Fe County and Presbyterian Medical Services for operation of the Mobile Crisis Response Team, to extend for an additional year in the amount of \$350,000.

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND PRESBYTERIAN MEDICAL SERVICES**

THIS AMENDMENT is made and entered into as of this _____ day of _____ 2016, by and between **Santa Fe County**, hereinafter referred to as the "County," and **Presbyterian Medical Services**, hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2015-0188-CSD/MM (Agreement) on April 28, 2015, to provide for Contractor's implementation of mobile crisis team response services for adults and adolescents; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, the term of the Agreement is due to expire April 28, 2016; and has been extended for 30 days until this Amendment No. 1 is approved thereby extending the term for a full year from May 28, 2016 to April 28, 2017; and

WHEREAS, the County wishes to continue to benefit from the Contractor's services and wishes to extend the term of the Agreement from May 28, 2016 to April 28, 2017.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2) (Compensation, Invoicing and Set-Off), is amended by inserting a subparagraph "b" to read:
 - b. By Amendment No. 1 the term of this Agreement is extended from May 28, 2016 to April 28, 2017. For the term of April 28, 2016 to April 28, 2017, the compensation payable to the Contractor is increased by three hundred fifty thousand dollars (\$350,000). Of the \$350,000 in compensation, two hundred fifty thousand dollars (\$250,000) shall be available to reimburse Contractor for services provided to clients **who meet** the criteria of the Santa Fe County Health Care Assistance Program (County Resolution 2014-47). Of the \$350,000 in compensation, a sum not to exceed one hundred thousand dollars (\$100,000) shall be available to reimburse Contractor for services provided to clients **who do not meet** the eligibility criteria for the Health Care Assistance Program. The total amount payable to the Contractor under this Agreement as amended, shall not exceed seven hundred thousand dollars (\$700,000), inclusive of New Mexico gross receipts tax.
2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph "A" to read:
 - A. By Amendment No. 1 the term of this Agreement is extended from May 28, 2016 to April 28, 2017.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of last date of signature by the parties.

SANTA FE COUNTY

Miguel M. Chavez
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form

Gregory S. Shaffer
Santa Fe County Attorney

4/25/16
Date

Finance Department

Carole H. Jaramillo
Santa Fe County Finance Director

4/26/16
Date

CONTRACTOR:

Signature

Date

Print name & title

**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 28th day of April 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 1/12th 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

4/28/15
Date

ATTESTATION:



Geraldine Salazar
Santa Fe County Clerk

4-28-2015



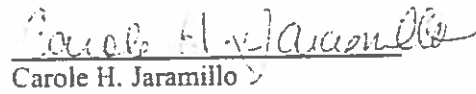
APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

4/10/15
Date

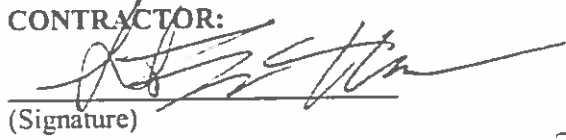
FINANCE DEPARTMENT APPROVAL



Carole H. Jaramillo
Santa Fe County Finance Director

4/14/15
Date

CONTRACTOR:



(Signature)

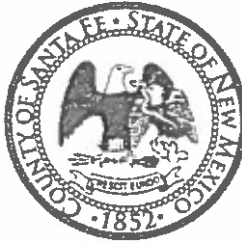
4-24-15
Date

Steven C. Hansen CEO & President
(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

Date: April 21, 2016

To: Santa Fe Board of County Commissioners

From: Robert Griego, Planning Manager *RG*
Rosemary Bailey, Affordable Housing Specialist *RB*

Via: Penny Elis-Green, Growth Management Director *PEG*
Katherine Miller, County Manager

Re: **Request Approval of (i) Agreement to Subject Property Interests to Existing Mortgage and (ii) Partial Release of Mortgage Arising Under Affordable Roof Program**

SUMMARY:

Request Approval of (i) Agreement to Subject Property Interests to Existing Mortgage and (ii) Partial Release of Mortgage Arising Under Affordable Roof Program.

BACKGROUND:

On March 25th 2015, Richard Trujillo, Sr. and Josefita M. Trujillo ("Mortgagors"), husband and wife, obtained a loan in the amount of \$13,054.78 under the Santa Fe County Affordable Roof Program. As originally issued, the Mortgage encumbered all of Parcel A as shown on A Family Transfer Land Division Plat filed in the Records of Santa Fe County. However, Mortgagors were joint tenants in Parcel A with Annette Trujillo and Richard Trujillo Jr. ("Joint Tenants"). On April 12, 2016, Parcel A was subdivided into Parcel A-1 and Parcel A-2 by a certain Family Transfer Survey ("Plat") in the Santa Fe County Records. Mortgagors together with Joint Tenants granted Parcel A-2 to Anthony Trujillo and Angelia Trujillo ("Grantees"), husband and wife. Grantees desire to obtain a loan that is secured by a mortgage on Parcel A-2. In return, Joint Tenants agree to subject their property interests in Parcel A-1 to the Mortgage. The history is further explained in the Recitals to the Exhibit 1.

Staff Recommendations:

Staff recommends approval of the Santa Fe County Agreement to Subject Property Interests to Existing Mortgage and Partial Release of Existing Mortgage.

Attachments:

- Exhibit 1: Agreement to Subject Property Interests to Existing Mortgage
- Exhibit 2: Partial Release of Mortgage
- Exhibit 3: Happy Roofs Mortgage

AGREEMENT TO SUBJECT PROPERTY INTERESTS TO EXISTING MORTGAGE

This Agreement to Subject Property Interests to Existing Mortgage ("Agreement") is between the Board of County Commissioners ("Board") of Santa Fe County ("County"), Annette Trujillo and Richard Trujillo, Jr.

Recitals

A. On or around March 26, 2015, Richard Trujillo, Sr. and Josefita M. Trujillo (collectively, "Mortgagors"), husband and wife, obtained a loan in the amount of \$13,054.78 ("Loan") under the County Affordable Roof Program, which is authorized under Ordinance Nos. 2011-3 and 2014-9 and subject to the regulations adopted under Resolution No. 2012-94, as amended.

B. On the same date as the Loan, Mortgagors granted a mortgage to the Board to secure the Loan, which is filed as Instrument No. 1764992 in the Records of Santa Fe County.

C. As originally issued, the Mortgage encumbered all of Parcel A, as shown on that certain Family Transfer Land Division Plat filed as Instrument No. 1048843 in the Records of Santa Fe County.

D. Pursuant to that certain Quitclaim Deed, dated May 8, 2000, and filed as Instrument No. 1778013 in the Records of Santa Fe County, Annette Trujillo and Richard Trujillo, Jr. (collectively, "Joint Tenants" hereinafter) were granted a joint tenancy in Parcel A along with Mortgagors.

E. On or around April 12, 2016, Parcel A was subdivided into Parcel A-1 and Parcel A-2 by that certain Family Transfer Survey ("Plat") filed as Instrument No. 1790989 in the Records of Santa Fe County.

F. Pursuant to that certain Warranty Deed, filed as Instrument No. 1790991 in the Records of Santa Fe County, Mortgagors together with Joint Tenants granted Parcel A-2 to Anthony Trujillo and Angelia Trujillo (collectively, "Grantees"), husband and wife.

G. Grantees desire to obtain a loan that is secured by a mortgage on Parcel A-2, but the lending institution will not agree to loan funds unless the Board releases Parcel A-2 from the Mortgage.

H. To induce the Board to release Parcel A-2 from the Mortgage, Joint Tenants agree to subject their property interests in Parcel A-1 to the Mortgage.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set out in this Agreement, the parties hereto agree as follows:

1. The Recitals above are incorporated into and made a part of this Agreement by reference.

2. Joint Tenants' right, title and interest in and to Parcel A-1 are and shall be for all purposes subject to the Mortgage until the Mortgage is Loan is discharged in full or forgiven and the Mortgage released pursuant to the terms and conditions of the Affordable Roof Program.

3. The Board shall release Parcel A-2 from the Mortgage; provided, however, that Parcel A-1 shall remain subject to the Mortgage.

4. Joint Tenants do not assume and are not personally liable under the Promissory Note secured by the Mortgage.

5. This Agreement is binding on the parties' successors, assigns, and heirs.

**BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: _____
Miguel M. Chavez, Chair

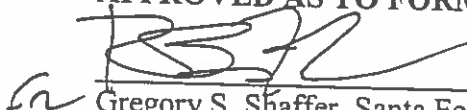
Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:


Gregory S. Shaffer, Santa Fe County Attorney

Date: 4/20/2016

ANNETTE TRUJILLO

Date: _____

RICHARD TRUJILLO, JR.

Date: _____

[ACKNOWLEDGMENTS ON NEXT PAGE]

ACKNOWLEDGEMENTS

State of New Mexico)
) ss
County of Santa Fe)

The forgoing instrument was acknowledged before me on _____ by **Annette Trujillo**.

Notarial Officer

My commission expires: _____

State of New Mexico)
) ss
County of Santa Fe)

The forgoing instrument was acknowledged before me on _____ by **Richard Trujillo, Jr.**

Notarial Officer

My commission expires: _____



PARTIAL RELEASE OF MORTGAGE

The Board of County Commissioners ("Board") of Santa Fe County ("County"), the mortgagee under that certain Mortgage ("Mortgage") granted by Richard and Josefita Trujillo, a married couple, and filed as Instrument No. 1764992 in the property records of the County Clerk, hereby RELEASES from the Mortgage all of Parcel A-2, located in Sections 5 & 6 of Township 20N, Range 10E, as shown on the attached Family Transfer Plat ("Plat") filed as Instrument No. 1790989 in the property records of the County Clerk. All of Parcel A-1 shown on the Plat is and shall remain encumbered by the Mortgage until released by the Board.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: _____
Miguel M. Chavez, Chair

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:



Gregory S. Shaffer, Santa Fe County Attorney

Date: 4/20/2016



Santa Fe County
Affordable Housing Program
Happy Roofs Program
102 Grant Avenue
Santa Fe, NM 87504
Loan No. HR-2015-4

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss MORTGAGE (N/C)
PAGES: 11

I Hereby Certify That This Instrument Was Filed for
Record On The 21ST Day Of May, 2015 at 10:14:09 AM
And Was Duly Recorded as Instrument # 1764992
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

MORTGAGE

THIS MORTGAGE ("Security Instrument"), made this day of March, 2015, by and between the undersigned, **Richard and Josefita Trujillo**, a married couple, ("Borrower"), of **36 Camino de Avajo, Chimayo, New Mexico 87522**, described more particularly as set forth on Exhibit A hereto, ("Property") and the **Board of County Commissioners of Santa Fe County ("Lender")**, in the principal sum of **Thirteen Thousand Fifty Four Dollars and 78/100 (\$13,054.78) ("Principal")**.

Borrower owes Lender the Principal sum of **Thirteen Thousand Fifty Four Dollars and 78/100 (\$13,054.78)**. Borrower's debt is evidenced by the Promissory Note ("Note") attached as Exhibit B, dated the same date as this Mortgage, which provides repayment of the Note in full unless Borrower retains ownership of the Property and resides on the Property for a period of ten (10) years following execution of the Note, and cancellation of the Note, with the consent of the Lender in its absolute and sole discretion, if the Property is transferred (by sale or otherwise) to a person of low income as established by operation of Ordinance No. 2011-3 and Ordinance 2014-9 and the regulations authorized thereunder, and the transferee agrees to execute a Mortgage and Note containing the same or similar terms.

The Note may also be cancelled if the Property is transferred as a result of the death of the Borrower or is transferred by devise of operation of law to the Borrower's relation by blood or marriage within the third degree, or is transferred as a result of a marital settlement agreement, operation of bankruptcy or other insolvency laws.

Borrower does hereby mortgage, grant, and convey to Lender the Property described on Exhibit A, attached hereto and incorporated herein for all purposes, together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument.

This Security Instrument secures to the Mortgagee: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced pursuant to this Security Instrument, including without limitation sums advanced by Mortgagee in the exercise of remedies provided herein; (c) the performance of Borrower's covenants and agreements

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herein and in this Note, all subject to the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law, and with mortgage covenants.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; and Default Interest.** Borrower shall promptly pay, when due, the principal balance of the Note and default interest due under the Note, if any.

2. **Application of Payments.** Unless otherwise required by law, all payments received by Lender shall be applied first, to accrued interest due, and then to costs incurred by Lender to enforce the Note and this Security Instrument, and then to Principal due.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay these charges on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument except the Purchase Mortgage or any Refinance Mortgage, as defined in paragraph 14 below.

4. **Hazard or Property Insurance.** Borrower shall keep all improvements on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option and Borrower's expense, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, adding Lender as the additional insured, and shall provide notice to Lender of cancellation or termination of such policy at least thirty (30) days prior to the effective date of termination or cancellation. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may provide proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not reduced. If the restoration or repair is not economically feasible or Lender's security would be reduced, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not

answer within ten (10) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

Notwithstanding the foregoing, all rights of Lender hereunder are and shall remain subordinate and subject to the rights of the holder of the Purchase Mortgage or any Refinance Mortgage.

5. Occupancy, Preservation, Maintenance, and Protection of the Property. Borrower shall continue to occupy, establish and use the Property as Borrower's principal residence. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that, in Lender's good-faith judgment, could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the application process, gave materially false or inaccurate information or statements to Lender, or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender is under no obligation to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate set forth of twelve percent (12%) per annum, until repaid, and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any inspection specifying reasonable cause for the inspection.

8. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

9. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected, or to be collected, in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

10. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

11. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 12.

12. **Default; Remedies.** If (1) Borrower shall fail to pay the sums due under the Note as and when due; or (2) Borrower shall default on the terms of the Purchase Mortgage or any Refinance Mortgage and Borrower shall fail to cure such default within the deadline set forth in such Purchase Mortgage or Refinance Mortgage, as such may be extended by the holder thereof; or (3) A subordinate lien or encumbrance is placed on the Property without Lender's prior written consent; or (4) Borrower shall breach any covenant or agreement in this Security Instrument, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument and may, after notice to Borrower and the passage of fifteen (15) days, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph numbered 12, including, but not limited to, reasonable attorneys' fees and costs.

13. **Lender in Possession.** Upon acceleration under paragraph 12 or abandonment of the Property, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property, and to collect the rents of the Property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Notwithstanding the foregoing, Lender's rights hereunder shall be

subordinate and subject to the rights of the holder of the Purchase Mortgage or any Refinance Mortgage.

14. **Subordination to Purchase Mortgage and Refinance Mortgage.** Lender and Borrower acknowledge and agree that this Security Instrument is subordinate in all respect to the liens, terms, covenants and conditions of the first mortgage ("Purchase Mortgage") including all sums advanced for the purpose of (a) protecting or further securing the lien of the Purchase Mortgage, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. Additionally, in the event Borrower shall elect, from time to time, to re-finance the Purchase Mortgage, Lender agrees to execute any documentation reasonably required by Borrower's lender to subordinate this Security Instrument to mortgage granted by Borrower to secure such debt refinance ("Refinance Mortgage"). In connection with obtaining the Refinance Mortgage, Borrower shall be entitled to increase the amount of debt which was initially secured by the Purchase Mortgage by an amount equal to Borrower's equity in the Property as determined by an appraisal obtained in connection with the refinance. Lender shall have no obligation to subordinate this Security Instrument to a Refinance Mortgage to the extent that the amount of the loan secured by the Refinance Mortgage exceeds the Purchase Mortgage plus Borrower's equity.

The terms and provisions of the Purchase Mortgage or a Refinance Mortgage, as the case may be, are paramount and controlling and they supersede any other term and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the Purchase Mortgage or a Refinance Mortgage, any provisions herein or any provisions in any other collateral agreement or document restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successor (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Purchase Mortgage or a Refinance Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the holder of the Purchase Mortgage or a Refinance Mortgage acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the holder of the Purchase Mortgage or Refinance Mortgage holder's acquisition of title provided that (1) the Lender has been given written notice of a default under the Purchase Mortgage or Refinance Mortgage and (2) Lender shall not have cured the default under the Purchase Mortgage or Refinance Mortgage within the time period permitted for a cure by the Borrower. Nothing herein shall release the Borrower from personal liability for amounts due under the Note or hereunder in the event title is transferred pursuant to a deed in lieu of foreclosure.

In the event of a default of this Security Instrument, Lender shall provide to the holder of a Purchase Mortgage or Refinance Mortgage, a copy of the written default notice and any notice of acceleration sent by Lender to Borrower.

15. Release. Upon payment of all sums secured by this Security Instrument or forgiveness of the Note and Security Instrument at the end of the five (10) year period commencing upon Borrower's execution of this Note and Security Instrument, or forgiveness under other conditions set forth in this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recording costs. Following release of this Security Instrument, any provisions herein or any provisions in any other collateral agreement or document restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no effect on Borrower or any subsequent owners or purchasers of the Property.

16. Redemption Period. If this Security Instrument is foreclosed, the redemption period after the date that the judicial sale is confirmed shall be one (1) month.

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, return receipt requested, or by hand-delivery, unless applicable law requires use of another method. The notice shall be directed to **36 Camino de Avajo, Chimayo, New Mexico 87522** or any other address Borrowers designate by written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address at **102 Grant Avenue, Santa Fe, New Mexico 87504**, or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given, as provided in this paragraph.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State of New Mexico. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

19. Environmental Compliance. Borrower is, and shall remain, until this Security Instrument is canceled, released, reconveyed, or discharged, the "owner and operator" of the Property within the meaning of, and for the purpose of, 42 U.S.C. Section 96-1(20)(A). At its sole cost and expense, Borrower shall comply with any and all federal, state, and local laws, rules, regulations, or orders with respect to environmental regulation, protection, or remediation (collectively, "Environmental Laws"), shall pay immediately when due the cost of removal of any hazardous and toxic substances, wastes, or materials, pollutants or contaminants, defined or regulated under any Environmental Laws (collectively, "Hazardous Substances") occurring after the date of this Security Instrument, and shall keep the Property free of any lien imposed pursuant to any Environmental Laws;

Borrower hereby represents and warrants to Lender that there will be no future, Hazardous Substances stored or otherwise located on the Property.

Borrowers:

Richard A Trujillo
Richard Trujillo

Josefita Trujillo
Josefita Trujillo

ACKNOWLEDGEMENT



State of New Mexico)
County of Santa Fe) ss.

The foregoing instrument was hereby acknowledged before me this 26 day of March, 2015 by Richard and Josefita Trujillo, Borrowers..

Rosemary L. Baile
Notary Public

My commission expires:

7/22/17

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EXHIBIT A
Legal Description of Property

Parcel "A"

Located in Section 5 and Section 6, Township 20 North, Range 10 East of N.M.P.M., Santa Fe County New Mexico according to plat of survey entitled "Family Transfer Land Division Plat for Richard, Ruben & Isabel Trujillo" by John Paisano, Jr., N.M.L.S. No. 5708 recorded under Reception No. 1048-843 in plat book 399, page 22, records of Santa Fe County, New Mexico.

Subject to all easements, restrictions and matters of record.

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**EXHIBIT B
PROMISSORY NOTE**

\$13,054.78

Date: March, 2015

For Value Received, the undersigned, **Richard and Josefita Trujillo, a married couple**, ("Borrower") of **36 Camino de Avajo, Chimayo, New Mexico 87522**, described more particularly as set forth on Exhibit A hereto, ("Property") promise to pay to the order of the **Board of County Commissioners of Santa Fe County ("Lender")**, the principal sum of **Thirteen Thousand Fifty Four Dollars and 78/100 (\$13,054.78) ("Principal")**, with five percent (5%) simple interest accruing on the unpaid Principal balance during the ten (10) year Affordability Period, pursuant to that certain Mortgage of even date between the parties.

If Borrower retains ownership of the Property and resides on the Property for a period of ten (10) years following execution of this Note, this Note shall be cancelled upon request of the Borrower. This Note may also be cancelled on request of the Borrower, with the consent of the Lender in its absolute and sole discretion, if the Property is transferred (by sale or otherwise) to a person of low income as established by operation of Ordinance No. 2011-3 and Ordinance 2014-9 and the regulations authorized there under, and the transferee agrees to execute a mortgage and note containing the same or similar terms.

The Note may also be cancelled if the Property is transferred as a result of the death of the Borrower or is transferred by devise of operation of law to the Borrower's relation by blood or marriage within the third degree, or is transferred as a result of a marital settlement agreement, operation of bankruptcy or other insolvency laws.

In addition to the protections of the Lender described in this Note, this Note is secured by a Mortgage of even date. The Mortgage describes how and under what conditions Borrower may be required to make immediate payments in full of all amounts Borrower owes under the terms of this Note. Any failure by the Borrower to observe or perform, as the case may be, any of the covenants or agreements contained in the Mortgage shall be deemed a default in the terms of this Note.

Failure to perform any obligation or covenant in this Note or within the Mortgage, or if Borrower has made any false statement or representation in the Note or Mortgage, if a receiver or a general assignment for the creditors is made by the Borrower, or if bankruptcy or insolvency proceedings are instituted by the Borrower, or the Borrower permits the impairment of the Property by loss, theft, damage, levy and execution, or destruction, unless it is promptly replaced with property of like kind and of equal or greater value or restored to its former condition, shall be events of default under this Note.

Presentment, notice of dishonor, and protest are hereby waived by Borrower. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of dishonor"

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means the right to require the Lender to give notice to other persons that amounts due have not been paid.


This Note shall be binding upon the Borrower and its successors and assigns. Borrower shall be jointly and severally liable under this Note.

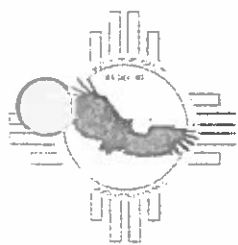
Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at **36 Camino de Avajo, Chimayo, New Mexico 87522** or to such other address as Borrower may designate by written notice to the Lender. Any notice to the Lender shall be sent by registered or certified mail and shall be deemed to have been given and received seventy-two (72) hours after the same is so addressed and mailed postage prepaid, to the Lender at **102 Grant Avenue, Santa Fe, New Mexico 87504** or at such other address as may have been designated by subsequent written notice of Borrowers.

The indebtedness evidenced by this Note is the joint and several obligation of each Borrower, if there is more than one Borrower. The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date with this Note, and reference is made to the Mortgage for rights of Lender with regard to enforcement of the promises evidenced by this Note.

Borrowers A Married Couple:


Richard Trujillo


Josefita Trujillo



REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

BOARD OF DIRECTORS

Major Tim Johnson
Chairman
NM State Police

VACANT
Vice-Chairman
Santa Fe City Police
Department

Sheriff Robert Garcia
Secretary-Treasurer
Santa Fe County
Sheriff's Department

P. O. Box 23118
Santa Fe, NM 87502
(505) 471-1715 or (800) 662-6660

DATE: April 27, 2016

TO: The Board of County Commissioners
Santa Fe County

Cc: Katherine Miller, County Manager

FROM: Carole Jaramillo, Finance Division Director
Lieutenant Scott McFaul, Operations Commander
Region III Drug Enforcement Task Force

VIA: Sheriff Robert Garcia
Santa Fe County Sheriff's Office

RE: Requesting Board Approval of the High Intensity Drug Trafficking
Areas Program (HIDTA) Grant Award No. G16SN0011A in the
Amount of \$255,013.00 and Authorizing the County Manager to
Sign the Grant Award Agreement.

BACK ROUND:

The Santa Fe County Region III Drug Task Force has been awarded funding from the High Intensity Drug Trafficking Areas (HIDTA) Program, Grant No. G16SN0011A to support initiatives designed to implement the Strategy of the HIDTA program.

The award was issued beginning January 1, 2016 and ends December 31, 2017. The State and Local NM HIDTA initiatives are expected to begin spending these FY 2016 funds July 1, 2016 and should expend all or most of the awarded funds by June 30, 2017. The HIDTA Grant Fund is used as supplemental funding, for the purchase of used vehicles for operational purposes, vehicle maintenance, overtime for assigned agents and monies for Sheriff's Expense.

ISSUE:

The HIDTA FY16 funds total \$255,013.00 and therefore require Board of County Commissioners approval. Region III Task Force is requesting approval of the Grant award through the Board of County Commissioners to the HIDTA Grant Fund.

RECOMMENDATION:

Requesting Board Approval of the High Intensity Drug Trafficking Areas Program (HIDTA) Grant Award No. G16SN0011A in the Amount of \$255,013.00 and Authorizing the County Manager to Sign the Grant Award Agreement.



March 7, 2016

County Manager Katherine Miller
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G16SN0011A) has been awarded in the amount of \$255,013.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - New Mexico HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact me at (202) 395-4868.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Santa Fe County 102 Grant Avenue Santa Fe, NM 87504		4. Award Number (FAIN): G16SN0011A	
		5. Period of Performance: From 01/01/2016 to 12/31/2017	
2. Total Amount of the Federal Funds Obligated: \$255,013.00	6. Federal Award Date: March 7, 2016	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$255,013.00	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Title <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$255,013.00		
	11. Total Amount of Federal Award: \$255,013.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached seven pages.			
13. Statutory Authority for Grant: <i>Public Law 114-113</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official County Manager Katherine Miller Santa Fe County	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 053297131 EIN: 1856000073A2		19. HIDTA AWARD <i>OND1070DB1617XX OND6113</i> <i>OND2000000000 OC 410001</i>	

Approved as to form
 Santa Fe County Attorney
 By: *[Signature]*
 Date: *4/18/16*
Michael L. Caranillo 2/19/16

