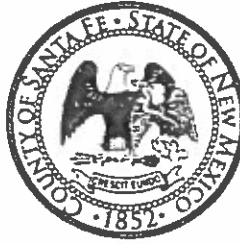


**Henry P Roybal**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

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



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## ***MEMORANDUM***

**Date:** May 18, 2015

**To:** Board of County Commissioners

**From:** Carole Jaramillo, Finance Director

**Via:** Katherine Miller, County Manager

**Re:** Resolution No. 2015-\_\_\_, A Resolution Adopting The Interim 2015-2016 (FY 2016) Budget (Carole Jaramillo / Finance)

---

### **ISSUE**

The Finance Division is requesting approval of the FY 2016 Interim Budget.

### **BACKGROUND**

On May 12, 2015 during a budget planning session with the Board of County Commissioners, recommendations were presented regarding development of the FY 2016 Budget which included staff compensation, new FTE's, fixed asset renewal and replacement, expanded programming, development of funding pools for various needs and proposed reserve policy points. The BCC approved the recommendations presented as the basis for constructing the FY 2016 Interim Budget. The Finance Division has prepared the FY 2016 Interim Budget based on the following recommendations as approved by the BCC:

- For non-union staff a 2% COLA for staff earning less than \$50,000; 1% COLA for staff earning \$50,000 or more, and a 1% merit pool.
- An equivalent amount for bargaining unit contracts to be negotiated during FY 2016.
- Nine full-time classified positions, nine temporary positions, and three part-time positions across various County Offices and Departments.
- Expanded programming (recurring and one-time) totaling \$976K.
- Asset Renewal and Replacement (including new vehicles recommended by the Vehicle Utilization Review Board) totaling \$4.7 million.
- Funding pools for energy programs, Local Economic Development Act (LEDA) projects and Community Improvement District (CID) projects.

- Reserve policy points to include defining classifications of fund balance and amounts to reserve for contingencies, disaster recovery, major repair and replacement and uninsured losses.

A formal presentation of the budget will be given at the BCC meeting on May 26, 2015.

### **SUMMARY**

The Finance Division is requesting approval of the resolution adopting the FY 2016 Interim Budget.

# THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Resolution No. 2015 - \_\_\_\_\_

---

## A RESOLUTION ADOPTING THE INTERIM BUDGET FOR FISCAL YEAR 2015-2016 (FY 2016)

---

WHEREAS, the Board of County Commissioners (BCC) of Santa Fe County, the governing body in and for the County of Santa Fe, State of New Mexico, held an official, regular meeting on May 26, 2015, for, among other things, the study and review of the Interim Budget for Fiscal Year 2015-2016 (FY 2016), with recognition of sources and uses of funds within said budget; and

WHEREAS, the meeting on May 26, 2015, was duly noticed in compliance with the Open Meetings Act, NMSA 1978, Chapter 10, Article 15, and County Resolution No. 2015-59; and

WHEREAS, the BCC determined that the Interim Budget should be adopted and submitted to the Local Government Division of the New Mexico Department of Finance and Administration for approval.

NOW, THEREFORE, BE IT RESOLVED, that the BCC hereby (i) adopts the Interim Budget for Fiscal Year 2015-2016 (FY 2016), beginning on July 1, 2015, and ending on June 30, 2016, and (ii) respectfully requests approval of the adopted Interim Budget by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED this 26<sup>th</sup> day of May, 2015.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF SANTA FE

\_\_\_\_\_  
Robert A. Anaya, Chairperson

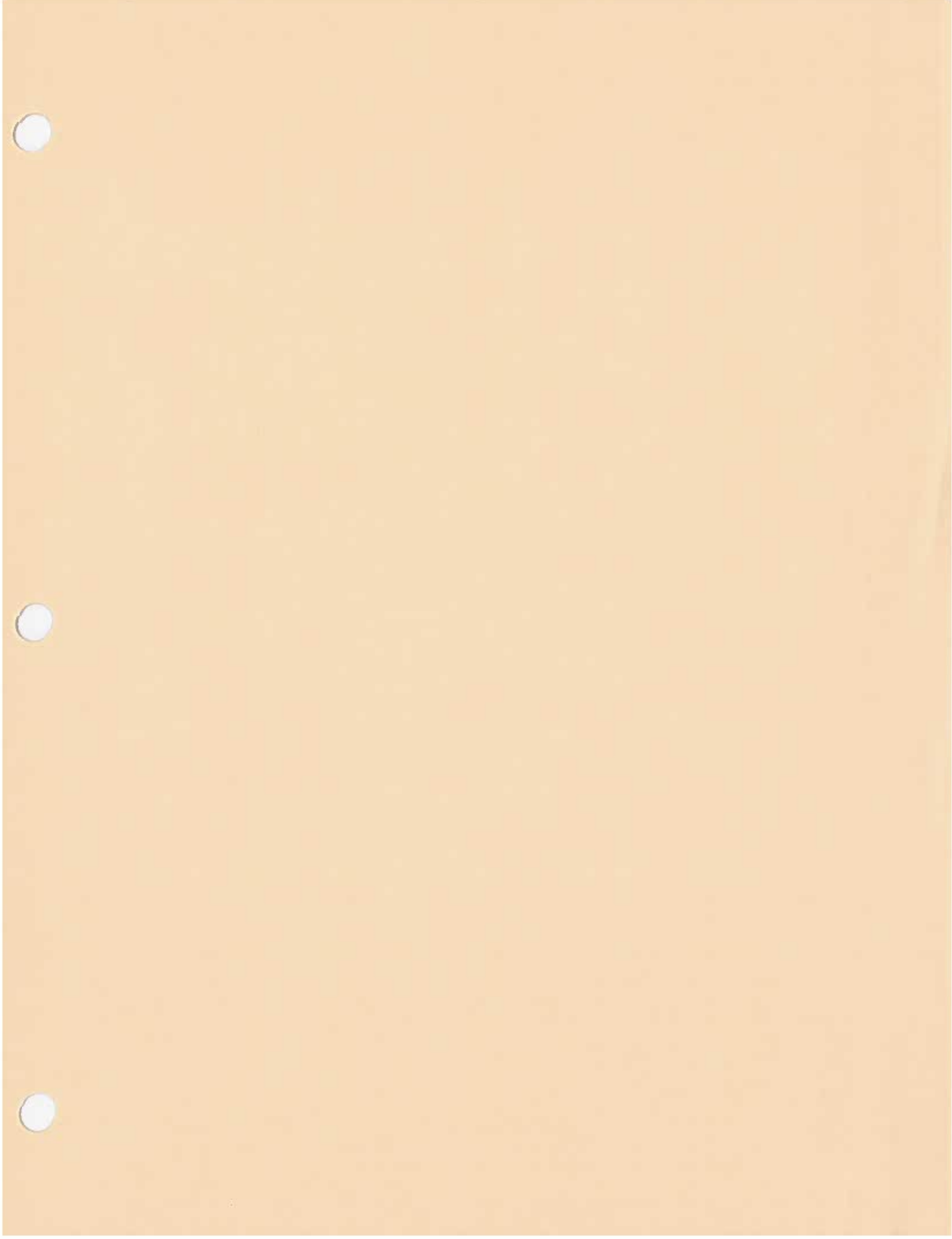
ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney



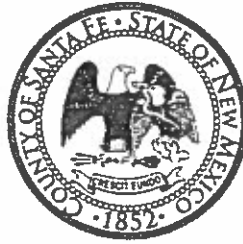




**Henry P. Roybal**  
*Commissioner, District 1*

**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: May 26, 2015

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Tony Flores, Deputy County Manager 

RE: Request for approval of Resolution No. 2015 - \_\_\_\_, A Resolution Supporting the Construction and Operation of a Health Commons Complex in the Town of Edgewood, New Mexico, Along With the Support and Cooperation of the Town of Edgewood and Federal, State, and Local Governments.

---

**ISSUE:**

On the agenda for your consideration is a resolution supporting the Town of Edgewood's development of a Health Commons Complex within the Town of Edgewood on Section 16, 7 Municipal Way.

**BACKGROUND:**

The population of southern Santa Fe County is approximately 40,000. Of the total population, approximately 10,000 are living below 200% of the federal poverty level. About 5,000 are on Medicaid or other public insurance programs, and 5,000 are uninsured. The New Mexico Department of Health indicates the area has an underserved population of 26,718 and is short by 7,634 providers. The current population-to-provider ratio is 18,343:1. The scarcity of healthcare services is a real dilemma for families. A community survey in 2014 found the need for urgent care, after-hours access and emergency care ranked highest of all needs in the area. Transportation is a barrier as there is no public transportation system to help people get to city centers for x-rays or medical/dental appointments.

To address the lack of services, the Town of Edgewood is proposing to develop a Health Commons Complex (Complex) within the Town's Edgewood Commons, which will serve as the community health center. The Complex will include a 42,000 sq. ft. and will provide healthcare to approximately 20,000 patients from the Estancia Basin. In addition to primary medical, dental and behavioral health care, the Complex will have a 24-hour urgent care, specialty consults and x-ray services.

The Complex is an integral part of a larger vision for the Edgewood Commons, a central hub of county and municipal services for people living in the area, including fire, animal welfare, library, and other community resources.



THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

RESOLUTION NO. 2015 –

---

A RESOLUTION SUPPORTING THE CONSTRUCTION AND OPERATION OF A  
HEALTH COMMONS COMPLEX IN THE TOWN OF EDGEWOOD, NEW MEXICO,  
ALONG WITH THE SUPPORT AND COOPERATION OF THE TOWN OF  
EDGEWOOD AND FEDERAL, STATE AND LOCAL GOVERNMENTS

---

WHEREAS, southern Santa Fe County and the surrounding communities are underserved for healthcare resources; and

WHEREAS, the Town of Edgewood intends to develop a Health Commons Complex within Section 16, 7 Municipal Way; and

WHEREAS, the Health Commons Complex will promote the wellness of Santa Fe County and surrounding counties, cities, towns and villages; and

WHEREAS, the construction and operation of a Health Commons Complex will promote economic development of Santa Fe County and the Town of Edgewood; and

WHEREAS, on December 5, 2014, the Santa Fe County Health Policy and Planning Committee endorsed the concept of the Health Commons Complex.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Santa Fe County support the construction and operation of a Health Commons Complex on Section 16, 7 Municipal Way, within the Town of Edgewood, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 26<sup>th</sup> day of May, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

\_\_\_\_\_  
Robert A. Anaya, Chair

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

for: APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney







Henry 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: May 18, 2015

To: Santa Fe Board of County Commissioners

From: Ray Matthew, Transportation Planner *RM*

Via: Robert Griego, Planning Manager *RG*  
Penny Ellis-Green, Growth Management Director *PEG*  
Katherine Miller, County Manager

Re: RESOLUTION NO. 2015\_\_\_\_ A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE PLAN FOR FY 2016 AND TO INSTRUCT STAFF TO SUBMIT THAT TRANSIT SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

---

### **BACKGROUND/SUMMARY**

Santa Fe County is a member of the North Central Regional Transit District (NCRTD) and the Board of County Commissioners has previously submitted Santa Fe County's recommended Transit Service Plan to NCRTD. Approval of the Resolution and FY 2016 Transit Service Plan by the Santa Fe Board of County Commissioners will be submitted to NCRTD for inclusion in the NCRTD FY 2016 budget. The NCRTD FY 2016 budget will be considered for adoption at the June 5 Board of Directors Meeting.

The proposed service plan includes all of the existing services currently being provided by the NCRTD and Santa Fe Trails that serve Santa Fe County plus two additional pilot routes for for NCRTD consideration. These new pilot routes are:

1. La Cienega/La Cieneguilla and Las Golondrinas route scheduled to start in February/March 2016.
2. Santa Fe Ski Basin (Mountain Trail) route scheduled to run for 8 months and start October 2015.

Both these pilot routes are included in the NCRTD FY 2016 budget. The La Cienega/La Cieneguilla and Las Golondrinas route would be funded from NCRTD project carryovers and capital reserve funds. The Santa Fe Ski Basin (Mountain Trail) pilot route has been proposed both as a transportation and an economic development strategy for the tourism industry. The

pilot route is proposed to be funded from four sources; fare box revenue, local government and private sponsorships, and NCRTD project carover and capital reserve funds. At this time public and private sponsorship commitments are: Santa Fe County, NCRTD, Santa Fe Ski Basin, Rio Metro Regional Transit District, and City of Santa Fe City Council. The proposed Santa Fe Ski basin route and the Taos Chili Line routes are the only NCRTD fare routes. Fare is anticipated to be \$5.00 each way, \$10.00 round trip. Including the \$5.00 lift ticket discount, the round trip costs to those users would be \$5.00.

Ridership for each of the routes is included in the Santa Fe County (SFC) Regional Transit Plan attached to the Resolution as Exhibit A. NCRTD. Ridership levels have increased from previous years, 462,173 in FY 12/13 to 521,893 in FY 13/14 (13% increase). Exhibit B provides a description of the existing routes for Santa Fe County and the two new pilot routes. Ridership for FY 2015, July 1, 2014 to June 30, 2015, is not available yet.

Commissioners have identified the following concerns including:

- There is a need for commuter service at morning and evening peak times for the south NM14 area. The current service provided by Route 270 Turquoise Trail has service only between the Adult Detention Center and the Santa Fe Place Mall. Commissioner Stefanics requests NCRTD extend the transit service south on NM 14 at peak hours and have timed connections so residents in the NM14 area south of the Detention Center to Cerrillos/Madrid would be able to use the transit service to commute to and from work.
- It was noted that transit service is not currently available to residents in the County's east central area that includes Canoncito and Glorieta. Transit service needs in this area include users of the Senior Center and Meals On Wheels program as well as area residents who commute to Santa Fe for work. She requests that NCRTD include this area for future service consideration as part of the NCRTD Long Range Plan.

### **STAFF RECOMMENDATION**

Staff recommends approval of the Resolution to Submit Santa Fe County's Recommended 2016 Regional Transit Service Plan to the North Central Regional Transit District as identified in Exhibit A.

### **Attachments:**

**Exhibit A:** Resolution No. 2015\_\_\_\_ A Resolution To Adopt The Santa Fe County Transit Service Plan for FY 2016

**Exhibit B:** NCRTD Funded Route Descriptions

**Exhibit C:** Pilot Route Map for La Cienega/Las Golondrinas Route

## **Exhibit B**

### **NCRTD FUNDED ROUTE DESCRIPTIONS**

#### **Operated by Santa Fe Trails**

**Route 2** – Begins at the transit center at Sheridan Street and terminates at Santa Fe Place. Stops at Guadalupe St. and Cerrillos Road with Rail Runner connections at Santa Fe Depot and South Capital Stations. Annual Ridership from July 1, 2013 to June 30, 2014 was 49,393.

**Route 4** – Begins at transit center at Sheridan St and terminates at Santa Fe Place. Stops along St. Francis, Siringo and Camino Carlos Rey with Rail Runner connections at Santa Fe Depot and South Capital Stations. Annual Ridership from July 1, 2013 to June 30, 2014 was 11,543.

**Route 22** – Begins at Santa Fe Place and terminates at the Santa Fe Community College. Stops at Rancho Viejo, the IAIA, the NM Human Services Department near NM14/1-25 Interchange and the Super Walmart on Cerrillos Road with a connection to the 599 Rail Runner Station. Annual Ridership from July 1, 2013 to June 30, 2014 was 10,318.

#### **Operated by the City of Santa Fe Parking Division**

**Santa Fe Pick-Up Downtown Shuttle** –Downtown shuttle service to meet weekday and Saturday Rail Runner Trains at the Depot. This is a loop route with stops at the Capital/PERA Building, St. Francis Cathedral, Main Library, City Hall, Convention Center, Plaza, Eldorado/Hilton Hotel, 4 stops along Canyon Rd and also stops at Alameda and Paseo de Peralta. Shuttle headways are every 15 to 20 minutes. Annual Ridership from July 1, 2013 to June 30, 2014 was 76,413.

#### **Operated by the NCRTD**

**Route 150 Chimayo**– This route begins at the Espanola Transit, extends east to Chimayo, and then northeast to Truchas and Las Trampas. For westbound travel from the Santuario Parking Lot there are 5 morning and 4 evening trips. For eastbound travel from the Santuario Parking Lot there are 4 morning and 4 evening trips. Annual Ridership from July 1, 2013 to June 30, 2014 was 2,311.

**Route 160-Santa Clara** – This route works in conjunction with Ohkay Owingeh who operate their own service. The route has 22 stops with two morning and two evening runs. The first morning run and the last evening run provide transit connections at Sheridan St. and the South Capital station. These runs also have stops at the Santa Fe Indian School and the Santa Fe Indian Hospital on Cerrillos Road. Annual Ridership from July 1, 2013 to June 30, 2014 was 8,027.

**Route 200 Espanola to Santa Fe** – Begins at Ohkay Owingeh South Lot and connects with the Taos Route, Espanola Route, NMDOT Park and Ride to Los Alamos, Rail Runner and Santa Fe Trails. Annual Ridership from July 1, 2013 to June 30, 2014 was 29,643.

**Route 210 Pojoaque –Nambe Tribal** - As of March 16, 2015, this former route has changed to a dial a ride where customers can call for a ride. The FY 2014 Transit Service Plan Update recommended this change as a way to provide greater flexibility in trip scheduling than by the former fixed route service. Annual Ridership from July 1, 2013 to June 30, 2014 was 1,389.

**Route 220 Tesuque Tribal** - This service operates as a circulator between Tesuque and Santa Fe. One peak AM southbound and one peak PM northbound trip operate between Santa Fe and the Espanola Transit Hub. Commuter options are provided with connections to the 200 Santa Fe Route and the 160 Santa Clara Route. Annual Ridership from July 1, 2013 to June 30, 2014 was 10,448.

**Route 230-San Ildefonso Tribal** – Operates two round trips to the Pojoaque Park and Ride in the morning and two round trips in the evening. The service begins at the San Ildefonso Visitors' Center with additional stops in the northern end of the Pueblo. Connections to NMDOT Park and Ride and other RTD routes are available at the Cities of Gold Park and Ride. Annual Ridership from July 1, 2013 to June 30, 2014 was 2,951.

**Route 270 Turquoise Trail/NM599 Route** – This route now serves Golden on Wednesdays. It begins at the NM 599 Rail Runner Station with stops at the National Guard and New Mexico Corrections facilities, Santa Fe County Public Safety Complex, Lone Butte, Cerrillos and Madrid. There is one late morning trip and one evening trip for service to or from Golden on Wednesdays. Annual Ridership from July 1, 2013 to June 30, 2014 was 7,438.

**Route 280 Eldorado to Santa Fe** – The route begins in Eldorado with stops at Cristus St. Vincent's, the South Complex, the NMDOT at the South Capital Rail Runner Station, former PERA on Paseo De Peralta, and the Santa Fe Transit station on Sheridan. There are 6 roundtrips per day including one midday round trip to Edgewood. Annual Ridership from July 1, 2013 to June 30, 2014 was 6,636.

**Route 290 Edgewood to Santa Fe** – Begins at Edgewood Senior Center with stops in Moriarity, Stanley and Galisteo. There is one northbound trip in the morning and one southbound trip in the evening. In addition there is a midday trip option by using the 280 Eldorado route that connects Santa Fe Trails and NCRTD buses at the Santa Fe Transit station on Sheridan Street. Annual Ridership from July 1, 2013 to June 30, 2014 was 9,612.

**Route 400 Los Alamos to Pojoaque (also serving Espanola)** – Mid-day service that originates at Espanola Park and Ride lot with 12 stops connecting to TA-3 in Los Alamos and the Cities of Gold Park and Ride. Annual Ridership from July 1, 2013 to June 30, 2014 was 1,685.

#### **New Pilot Routes:**

##### **La Cienega/Las Golondrinas Route**

This is anticipated to begin in February or March of 2016. Residents of the area had requested service through the public meetings, and the 2014 NCRTD Service Plan included this route for consideration as new service. The pilot route is also included in the draft budget that is scheduled



for NCRTD review/approval at the June 5, 2015, meeting. The route proposed in the 2014 Service Plan Update would start in La Cienega and serve Las Golondrinas, Rail Runner 599 Station, the Outlet Mall, Wal-Mart, and the Santa Fe Transit Center near the Santa Fe Place Mall. Riders could transfer throughout Santa Fe at the Santa Fe Place Mall. Service hours would include one or two peak hour trips in the morning and evening with a mid-day round trip. There would be timed connections to the southbound Rail Runner and timed connections at the Transit Center.

The route would be funded by unspent NCRTD carryover funds and reserve balances and is scheduled as a 6 month pilot operation. The NCRTD FY 2016 budget includes \$38,000 for the first 4 months and the FY 2017 will include \$19,000 for last two months for a total of \$57,000 operation costs. There are no capital costs since NCRTD has an additional vehicle for the route. Exhibit C is a map of the proposed route as depicted in the NCRTD 2014 Service Plan Update.

### **Santa Fe Ski Basin (Mountain Trail) Route**

The ski basin route is scheduled to start in October, 2015 and run for 8 months. The route would start at the South Capital Rail Station, loop through the downtown with possible stops at major hotels, and stops at the Sheridan Transit Center and Fort Marcy Ball Park area where some skiers park for carpooling. Stops along Hyde Park Road (NM 475) include Black Canyon Campground, Hyde Park, Ten Thousand Waves, Aspen Vista and the Ski area.

There was a May 6 trial run of this route, travel time for the complete route, from South Capital station to the ski area, was about one hour; from the ski basin to Bishop's lodge Road was a half hour. Actual shuttle travel times will be impacted by traffic and weather conditions. A 28 passenger bus would be leased for the pilot route. The bus will have a bike rack in the front and back. The back bike rack will be removed and a rack for skis will be installed during ski season. Estimated cost is \$172,344 but that could change based upon a final proposal for the lease vehicle. The service costs overlap FY 2016 and 2017. The estimated costs will be reduced by fare box revenue, private sponsorships, and local government funding. Route alignment and stops are presently being evaluated so no current map is available at this time.

[www.santafecountynm.gov](http://www.santafecountynm.gov)

2-64



**SANTA FE COUNTY  
RESOLUTION NO. 2015-**

**A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE  
PLAN FOR FY 2016 AND TO INSTRUCT STAFF TO SUBMIT THAT TRANSIT  
SERVICE PLAN TO  
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

**WHEREAS**, Santa Fe County Resolution 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health;

**WHEREAS**, the North Central Regional Transit District (NCRTD) was created by agreement of the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County (the County) and Tesuque Pueblo in 2004;

**WHEREAS**, Santa Fe County Ordinance 2008-14 which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%) states that "Revenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act;

**WHEREAS**, the NCRTD considers Santa Fe County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation;

**WHEREAS**, the 2010 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolutions 2010-210 and 2010-225 states under Policy 33.3 "Coordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use;"

**WHEREAS**, for FY 2015 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2015 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe;

**WHEREAS**, the NCRTD adopted a 2014 Transit Service Plan Update which was a five year plan identifying new services and future services and the routes described in the FY 2016 Santa Fe County Regional Transit Service Plan are consistent with that five year plan;

**WHEREAS**, the NCRTD Board is requesting a FY2016 Santa Fe County Regional Transit Service Plan by June 4, of 2015 and this resolution is designed to respond to that request;

**WHEREAS**, Santa Fe County has considered the existing NCRTD Service Plan and the proposed NCRTD budget for FY2016 which indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

**WHEREAS**, the NCRTD FY 2016 budget proposes two new pilot routes, the La Cienega/Las Golondrinas route, and the Santa Fe Ski Basin (Mountain Trail) route;

**WHEREAS**, the Board of County Commissioners of Santa Fe County (BCC) desires for staff to submit to the NCRTD the Santa Fe County Regional Transit Plan attached hereto as Exhibit A, including all routes currently being served in the County as well as the two new pilot routes.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The BCC hereby adopts the FY 2016 Santa Fe County Regional Transit Plan attached hereto as Exhibit A;
2. The BCC hereby instructs staff to submit the FY 2016 Santa Fe County Regional Transit Plan to the NCRTD.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ DAY OF MAY, 2015**


**SANTA FE BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert A. Anaya, Chair

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney

## Exhibit A

### Santa Fe County Transit Plan for FY 2016

#### ROUTES OPERATED AND FUNDED BY NCRTD IN SANTA FE COUNTY

##### ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

- ✓ ROUTE 2 SHERIDAN ST. , CERRILOS RD, SANTA FE PLACE
- ✓ ROUTE 4 SHERIDAN ST., ST. FRANCIS, SANTA FE PLACE
- ✓ ROUTE 22 - LALA/SFCC, SUPER WALMART, NM 599 RR STATION
- ✓ SANTA FE PICK-UP –SPECIALS , DOWNTOWN LOOP SHUTTLE

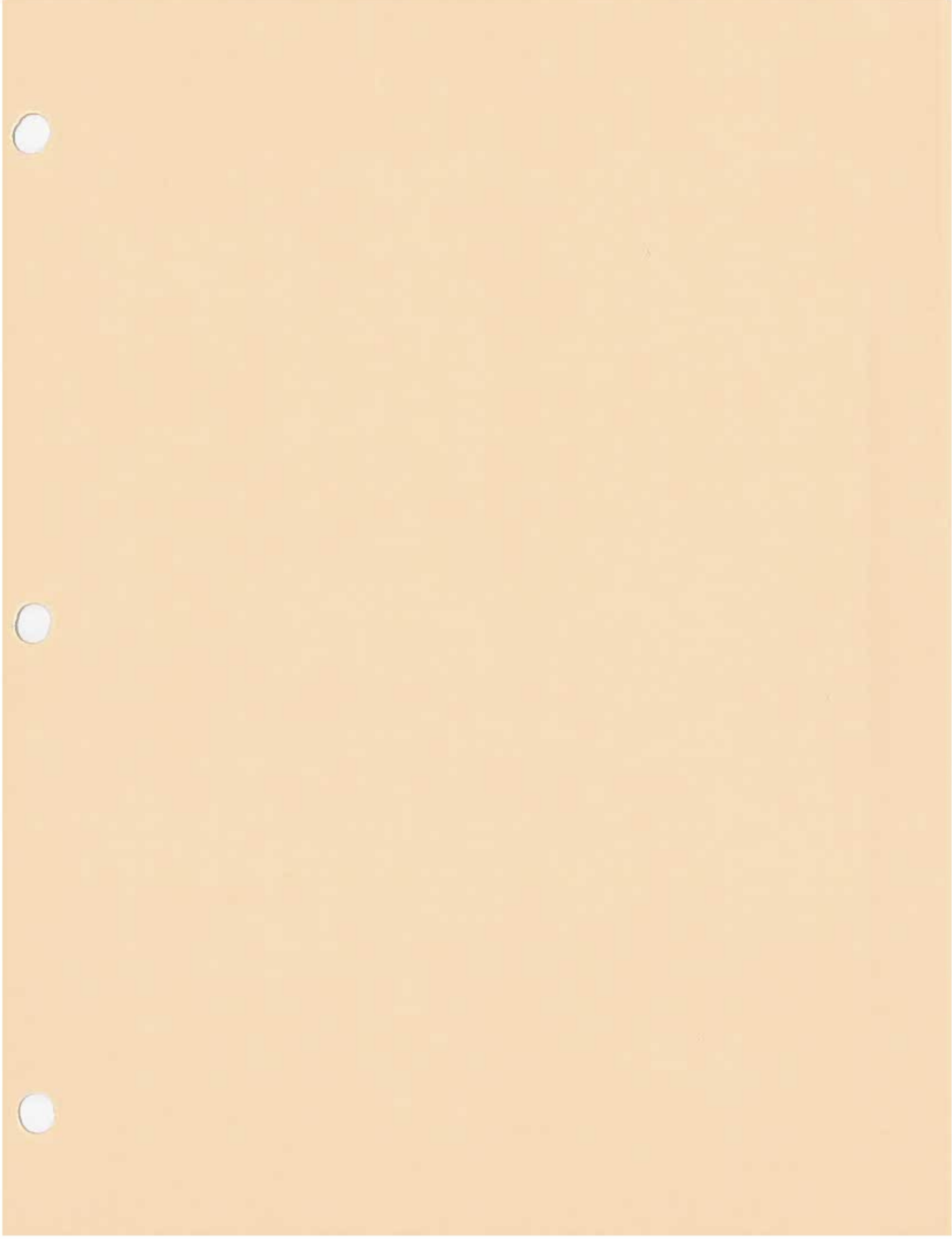
##### ROUTES FUNDED AND OPERATED BY NCRTD

- ✓ ROUTE 150 CHIMAYO
- ✓ ROUTE 160 SANTA CLARA
- ✓ ROUTE 200 ESPANOLA TO SANTA FE
- ✓ ROUTE 210 POJOAQUE –NAMBE TRIBAL
- ✓ ROUTE 220 TESUQUE TRIBAL
- ✓ ROUTE 230 SAN ILDEFONSO TRIBAL
- ✓ ROUTE 270 TURQUOISE TRAIL/NM599
- ✓ ROUTE 280 ELDORADO TO SANTA FE
- ✓ ROUTE 290 EDGEWOOD TO SANTA FE
- ✓ ROUTE 400 LOS ALAMOS TO POJOAQUE

##### NEW PILOT TRANSIT ROUTES IN SANTA FE COUNTY

- ✓ LA CIENEGA/LAS GOLONDRINAS ROUTE
- ✓ SANTA FE SKI BASIN (MOUNTAIN TRAIL)









Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: May 14, 2015

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director *ML 5/14/15*

VIA: Katherine Miller, County Manager

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

Resolution No. 2015 – \_\_\_\_ A Resolution Approving Lease Agreement Between Santa Fe County and New Mexico Legal Aid, Inc., for the Lease of Office Space at 901 W. Alameda, Santa Fe; Authorizing the Submittal of the Lease Agreement to the State Board of Finance for Approval; and Delegating to the County Manager the Authority to Execute the Lease Agreement (Public Works/Agnes Leyba-Cruz)

---

**SUMMARY:**

The Public Works Department is requesting approval of a Lease Agreement between Santa Fe County and New Mexico Legal Aid, Inc. for office space located at 901 W. Alameda for \$32,652.00 annually.

**BACKGROUND:**

In 2007, Santa Fe County purchased a portion of the Solana Shopping Center currently known as the Women's Health Facility. With the purchase, the County acquired several lease agreements with existing tenants within the space. One of the lease agreements is with the New Mexico Legal Aid, Inc. which will expire on June 30, 2015. New Mexico Legal Aid, Inc. has indicated that they would like to continue leasing the 2,512 square feet of office space located on the 1<sup>st</sup> floor of the Women's Health Building.

Staff acquired a Market Rent Study which concluded that the value of the office space is \$13.00 per square foot. The Market Rent Study was completed by Olcott Appraisal Inc. and sent to New Mexico Taxation and Revenue Department for validation. New Mexico Legal Aid occupies 2,512 square feet of office space and therefore the annual lease payment is \$32,656. The Lease Agreement will be sent to the State Board of Finance for approval in June 2015 to comply with statute 13-6-2.1 NMSA 1978 and 1.5.23 NMAC 2001.

**ACTION REQUESTED:**

The Public Works Department is requesting approval of subject resolution to approve lease and authorize the County Manager to submit the approved lease to the State Board of Finance.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

RESOLUTION NO. 2015-\_\_\_\_\_

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN SANTA  
FE COUNTY AND NEW MEXICO LEGAL AID, INC. FOR THE  
LEASE OF OFFICE SPACE AT 901 W. ALAMEDA, SANTA FE,  
AUTHORIZING THE SUBMITTAL OF THE LEASE AGREEMENT TO  
THE STATE BOARD OF FINANCE FOR APPROVAL, AND  
DELEGATING TO THE COUNTY MANAGER  
THE AUTHORITY TO EXECUTE THE LEASE AGREEMENT**

WHEREAS, the County of Santa Fe (hereinafter "County") owns a building at 901 W Alameda, formerly known as the Women's Health Center (the "Building") which the County purchased in 2007; and

WHEREAS, the County assumed several office or business space leases with the purchase of the Building, one of which was a ten (10) year lease of approximately 2,512 square feet of office space between the building's former owner and New Mexico Legal Aid, Inc.; and

WHEREAS, New Mexico Legal Aid, Inc.'s lease with the Building's former owner is due to expire June 30, 2015 and New Mexico Legal Aid, Inc. has requested that the County extend the office space lease; and

WHEREAS, New Mexico Legal Aid, Inc. wishes to continue to lease the office space and the County wishes to continue to lease the office space to New Mexico Legal Aid, Inc.; and

WHEREAS, in accordance with § 13-6-2.1 (A) NMSA 1978, the County will obtain the approval of the Lease Agreement by the New Mexico State Board of Finance; and

WHEREAS, the Board of County Commissioners of Santa Fe County desires to approve the Lease Agreement with New Mexico Legal Aid, Inc. and delegate to the County Manager the authority to execute the Lease Agreement and any subsequent amendments or modifications that may be requested by the State Board of Finance; and

WHEREAS, the Lease Agreement between the County and New Mexico Legal Aid, Inc. was considered during the meeting of the Board of County Commissioners on May 26, 2015 where a quorum of the Board was present and proper notice given. and the Board, therefore, desires to take the following action.

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Board of County Commissioners of Santa Fe County, New Mexico, hereby approves the attached Lease Agreement by and between Santa Fe County and New Mexico Legal Aid, Inc.
2. The Board of County Commissioners of Santa Fe County, New Mexico delegates the authority to the County Manager to execute the lease, submit the Lease to the State Board of Finance for approval, and do all things

necessary to effectuate the Lease Agreement including executing any amendment or modifications to the Lease as may be requested by the State Board of Finance as a condition of approval.

PASSED, APPROVED, AND ADOPTED THIS 26<sup>TH</sup> DAY OF MAY, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

---

Robert A. Anaya, Chair

ATTESTATION

---

Geraldine Salazar, County Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney

## LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Execution Date") by and between Santa Fe County, a political subdivision of the State of New Mexico hereinafter referred to as "County", and New Mexico Legal Aid, Inc., a New Mexico Corporation, hereinafter referred to as the "Lessee". County and Lessee are referred to individually as a "Party" and collectively as the "Parties."

### RECITALS:

A. WHEREAS, the County owns a building ("Building") in a shopping center commonly known as New Solana Center, and an office space (Suite B) within the Building (hereinafter the "Premises"), located at 901 W. Alameda, Santa Fe, New Mexico; and

B. WHEREAS, Lessee is willing and able to operate and maintain office space in the Premises in an efficient and competent manner for the purpose of offering legal aid services to the citizens of Santa Fe County and residents of the State of New Mexico.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Premises:** The Premises consist of approximately two thousand five hundred and twelve (2,512) square feet depicted on the drawings attached hereto as Exhibits "A1" and "A2". The Lessee agrees to lease the Premises from the County on the terms and conditions stated in this Agreement. Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

2. **Initial Term:** The initial term of this Agreement shall commence on the Execution Date and terminate two (2) years thereafter (the "Term"). This Lease Agreement shall not be effective until approval by the New Mexico State Board of Finance.

3. **Option[s] to Extend Term:** Provided Lessee is not in default of any of the terms, covenants, or conditions of this Agreement, Lessee shall have two (2) options to extend the Term of this Agreement, each for a one (1) year period. Lessee may exercise the option by giving the County written notice of Lessee's desire to extend, not less than ninety (90) days prior to expiration of the Term, as may be amended, of this Agreement. The County, at its sole discretion, may accept or reject the request to extend.

4. **Right to Terminate:** Either Party may terminate this Agreement by providing a 90-day prior written notice to the other Party.

5. **Hold Over:** If Lessee holds over after the expiration or termination of the Term, as may be amended, with the express or implied consent of the County, such holding over shall be a tenancy only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement. At County's option, Lessee shall pay during such holding over such

rental consideration as County may determine appropriate, based on the then-prevailing fair market rental value of the Premises. Such rental value shall be determined by an appraisal.

6. **Rental Consideration:**

a. **Initial Term** - As consideration for lease of the Premises during the Term, Lessee shall pay to County thirteen dollars (\$13.00) per square foot for an annual amount of thirty-two thousand six hundred fifty-six dollars (\$32,656.00) which shall include an estimate of common area maintenance. Rental shall be paid monthly, in advance, on or before the first day of each month.

b. **Increase in Rent** - All terms, covenants and conditions of this Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the Term. The amount of rent to be paid during the first year of each exercised option term shall be the then-prevailing fair market rental value of the Premises, as determined by County, and in no event shall the amount of annual rent be less than the amount of annual rent paid during the previous year. Thereafter, the rent during each exercised option term shall be adjusted in accordance with Sections c and d below.

c. **CPI Calculation** - Rent may be increased annually by the County, effective on the first anniversary date of the Execution Date and on each subsequent anniversary date throughout the Term. The procedure for adjusting rent shall be as follows: The Consumer Price Index - All Urban Consumers - U. S. Cities hereinafter ("**Index**") as published by the United States Department of Labor's Bureau of Labor Statistics ("**Bureau**"), will be the basis for rent adjustments. The month that occurs two months prior to the date that this Agreement commences shall be used as the "**Base Month Index**" for the entire Term. County shall review the Index annually and compare it with the Base Month Index. If there has been an increase in the Index, the rent for the succeeding year shall be increased by an amount equal to the then-current rent multiplied by the percentage of the increase over the Base Month Index. Any increase in rent shall be rounded to the nearest whole dollar. In no event shall rent be adjusted downward to an amount less than the previous year's rent. Should the Bureau discontinue the publication of the Index, or publish the Index less frequently, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

d. **Penalty for Late Rent Payment** - If rent payable to County as a condition of this Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental plus penalty shall become immediately due and payable to County. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of the County if Lessee does not faithfully perform the terms, covenants, and conditions of this Agreement.

7. **Security Deposit** - Lessee has provided a deposit of one thousand dollars (\$1,000.00) and Lessor acknowledges receipt of the deposit. The security deposit shall be held by County during the Term and any extension thereof. Lessee shall not use the security deposit toward payment of rent. County may withhold from the security deposit such amounts as necessary to cure any defaults, including without limitation, rent, damages, cleaning, and removal of Lessee's property upon termination of this Agreement.

8. **Purpose:** This Agreement is made for the purpose of providing the Lessee with office space.

a. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the County, which may be granted or withheld at the County's sole discretion.

b. **No Nuisance** - Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others, or injure or create a nuisance. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within seventy-two (72) hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within seventy-two (72) hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of fifty (50) feet thereof, and shall prevent any accumulation thereof from occurring.

9. **Construction or Alterations:** Lessee shall not permit any construction, alteration or addition to the Premises without the prior written consent of the County, which may be granted or withheld at the County's sole discretion and which will not be unreasonably withheld. All approved construction shall be done at Lessee's sole cost and shall comply with the terms and conditions of all federal, state and local rules, regulations, codes, laws and applicable County Ordinances pertaining to County property. Lessee's contractor(s) shall also submit to County a Certificate of Insurance as evidence of General Liability and Workers' Compensation Insurance Coverage. Such coverage limits shall be subject to approval by the County.

10. **Repair and Maintenance:**

a. **Lessee** - During the Term of this Agreement, and any extension thereof, Lessee shall, at its sole cost, repair and maintain the Premises and its furniture, fixtures and equipment ("FF&E") in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all laws and applicable ordinances. Lessee shall be responsible for its personal property on the Premises.

b. **Failure by Lessee to Repair and Maintain** - Repair and maintenance shall be to the sole satisfaction of County, and if Lessee fails to fulfill any duty imposed under this Section (**Repair and Maintenance**) within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this Section (**Failure by Lessee to Repair and Maintain**) shall constitute a waiver of any of Lessee's obligations under this Section (**Repair and Maintenance**). Lessee's obligations under this Section (**Repair and Maintenance**) shall survive the expiration or termination of this Agreement.

c. **County (if applicable)** - During the Term of this Agreement, and any extension thereof, County shall, at its sole cost, repair and maintain the roof, Premises exterior, exterior plumbing, HVAC system (including periodic changing of air conditioning filters), elevators and common areas of the Premises in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all Applicable Laws. Common areas shall be defined as hallways, the elevator, stairways and common bathrooms.

d. **Damage and Vandalism** - To the extent that Lessee's employees, agents, volunteers, authorized agents and invitees cause damage to the Premises and/or grounds, Lessee shall be responsible for such damage subject to **Section b** above (**Failure by Lessee to Repair and Maintain**).

11. **Janitorial**: Lessee shall be responsible for janitorial services for the Premises.

12. **Utilities and Services; Modification of Utilities**: Lessee shall pay, during the Term of this Agreement or any holding over of the Term, for all utilities used by Lessee in connection with its activities or operations on the Premises. The term "utilities" for the purposes of this Agreement shall include, without limitation, gas, electricity, water, sewer, telephone service, and trash and refuse disposal services. Lessee shall not modify any utilities on the Premises without the prior written consent of the County, which may be granted or withheld at the County's sole discretion. Utilities under common meters shall be allocated as follows:

a. **Water** - Lessee shall be responsible for the pro-rata share of plumbing fixtures as compared to the total number of plumbing fixtures on any particular meter serving the Premises.

b. **Electric** - Lessee shall be responsible for the pro-rata share of the area of the Premises as compared to the total area being served by any particular meter.

13. **Taxes and Assessments**: Lessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interest may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest.

14. **Lessee's Furniture, Fixtures and Equipment**:

a. **In General** - Lessee may install its own FF&E in the Premises, at its sole cost. In addition to Lessee's obligations under the section entitled "**Surrender of Premises**", at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises as a result of removal, at its sole cost.

b. **Abandonment of FF&E** - Any FF&E belonging to Lessee and left on the Premises longer than thirty (30) days after County gives Lessee written notice to remove such property from the Premises may be treated by the County as abandoned. The County may, at Lessee's sole cost, repair any damage to the Premises as a result of removal of FF&E deemed abandoned by Lessee. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee's FF&E remain on the Premises beyond the termination date and prevents the County's full utilization and re-let of the Premises.

15. **Signs**: Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all laws and County Ordinances, and shall be approved by the County prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such signs, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

16. **Damage and Destruction**: If the Premises shall be damaged or destroyed by fire or casualty, not the fault of Lessee or any person in or about the Premises with the express or implied consent of the Lessee, the damaged Premises shall be repaired by Lessee at its sole cost, with the use of available insurance proceeds required under the section 22.c "**Fire and Casualty**", or Lessee may, at its



option, terminate this Agreement and assign the available insurance proceeds to County. In the event that Lessee elects to repair the damaged Premises, this Agreement shall continue in full force and effect except that certain obligations of Lessee may be subject to Force Majeure as provided in the section entitled "Force Majeure".

17. **Condemnation:** If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within thirty (30) days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede or impair Lessee's use of the balance of the Premises. In the event of any taking, the proceeds shall belong to County.

18. **Right of Inspection:** County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Lessee's operations thereon. County reserves all rights in and with respect to the Premises, not inconsistent with Lessee's use of the Premises as provided in the section 8 "**Purpose**", including without limitation the right of County to enter upon the Premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as County may deem desirable in connection with the development or use of the Premises. .

19. **Hazardous Materials:** Hazardous materials, as used in the Agreement, shall be defined as stated in Exhibit "B," attached hereto.

a. **No Hazardous Materials** - Lessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. If Lessee spills any Hazardous Materials anywhere on the Premises, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County.

b. **Clean Up of Hazardous Materials** - If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. **Failure by Lessee to Clean Up** - Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under the section entitled "**Survival of Indemnification Obligations**" within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to the section entitled "**Failure by Lessee to Clean Up**" shall constitute a waiver of Lessee's obligations under the section entitled "**Hazardous Materials**". Lessee obligations under the section entitled ("**Indemnification**") shall survive the expiration or termination of this Agreement.

d. **Receipt of Notice of Violation** - If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within ten (10) days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification.

20. **Indemnification:**

a. **In General** - Lessee shall indemnify and defend the County, its governing board, elected and appointed officials, employees, agents, and authorized representatives ("Indemnified Parties"), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys' fees, costs of County staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers' compensation claims or suits arising from or connected with Lessee's use and occupation of the Premises by any person or entity ("Claims"), arising out of or in any way connected with the acts or omissions of Lessee, its employees, agents, independent contractors, or invitees ("Lessee Acts"), unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

b. **Environmental** - In addition, Lessee shall indemnify and defend the County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Lessee, or as a result of Lessee's failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. "Environmental Requirements" and "Hazardous Materials," as used in this Agreement shall have the meaning provided in Exhibit "B."

c. **Survival of Indemnification Obligations** - Lessee's obligations under this Section (Indemnification) shall survive the expiration or termination of this Agreement.

21. **Release and Waiver:** Lessee releases the County from all Claims, and waives all Claims against County, that it may have as of the Execution Date, or may have in the future, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

22. **Lessee's Insurance Coverage:** In order to protect County and the Indemnified Parties against Claims resulting from Lessee acts or use and occupation of the Premises, Lessee shall secure and maintain insurance as described below. Lessee shall not occupy the Premises pursuant to this lease Agreement until Lessee has obtained all insurance required under Section c. (Fire and Casualty Insurance) and the required certificates of insurance, and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of

the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term of this Agreement or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirements.**

1) **Workers' Compensation Insurance - Lessee Employees.** If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers' compensation.

2) **Employer's Liability Insurance.** Lessee shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

1) **In General.** Lessee shall maintain in full force and effect, at all times during the Term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance,** including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's use and occupation of the Premises under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used by Lessee with coverage equal to the policy limits, which shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

(c) **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of, or in connection with, the performance of Lessee's services with coverage equal to the policy limits, which shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

(d) **Personal Property Insurance (Renter's Insurance),** coverage in the amount of the replacement value of Lessee's personal property.

2) **Additional Insureds.** The Commercial General Liability and Automobile liability Insurance required in Section 22.b (Liability Insurance Requirements) shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto.

3) **Self-Insurance.** Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

4) **Claims-Made.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** - Lessee shall, at its sole cost, maintain on the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value. The insurance policy shall be issued in the names of Lessee with the County named as additional insured. The insurance policy shall provide that any proceeds shall be made payable to Lessee, and Lessee shall apply and use such proceeds as required by Section (Damage and Destruction). Such insurance shall satisfy the requirements of Section (Cancellation of Insurance), and shall be issued by a company or companies satisfying the requirements of Section (Insurance Company Rating). On or before the Execution Date, Lessee shall deliver to County certificates of insurance indicating that Lessee has complied with the provisions of this Section (Fire and Casualty Insurance).

d. **Cancellation of Insurance** - The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee's obligations under this Agreement and throughout Lessee's occupation and possession of the Premises. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. **Insurance Company Rating** - All insurance shall be issued by a company or companies admitted to do business in New Mexico and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

f. **Lessee Self-Insured** - If Lessee is, or becomes during the Term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

g. **Primary Insurance** - All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except

professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

h. **No Limitations by Policy Limits** - Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

i. **Failure to Maintain Insurance** - Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within ten (10) days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

23. **Liens and Encumbrances:** Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If a lien or encumbrances is recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within fifteen (15) days after its filing, County shall give a fifteen (15) day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the fifteen (15) day period. If Lessee fails to do so within the fifteen (15) day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

24. **Breach by Lessee:** In the event of a breach by Lessee of any term, covenant, or condition, Lessee shall have thirty (30) days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions in the section entitled "No Nuisance", which allows seventy two (72) hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under the section entitled "**Remedies of County**".

a. **Remedies of County** - In the event of a breach by Lessee, then County shall have the right to terminate Lessee's right to possession of the Premises, by giving written notice of termination to Lessee, and thereby terminating this Agreement

b. **Remedies Not Exclusive** - No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

c. **County Right to Cure** - In addition to County's remedies upon Lessee's breach, upon ten (10) days prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable by Lessee.

25. **No Waiver of Breach:** The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the Term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

26. **Force Majeure:**

a. **Definition** - Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, , or other natural or man-made disasters ("**Force Majeure**"). Lack of funds shall not be a Force Majeure event.

b. **Consequences** - The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

27. **Quiet Possession:** Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term of this Agreement peaceably and quietly have, hold, and enjoy the Premises.

28. **Assignment and Subletting:**

a. **No Assignment or Subletting** - Lessee shall not sublease, assign, transfer, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the County.

b. **Failure to Obtain Consent** - If Lessee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, County may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void or terminate this Agreement and all rights and interests of Lessee and all other persons hereunder.

c. **No Waiver or Limitation on Consent** - Any consent to a specific sublease, assignment, transfer or conveyance shall not be deemed or construed as the County's consent to any other or subsequent sublease, assignment, transfer or conveyance. This clause shall not

be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Lessee's actions or failures to act.

d. **Lessee in Compliance** - As a condition of County's consent to any assignment or sublease of this Agreement by Lessee, Lessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

29. **Surrender of Premises**: On the last day of the Term, or extension thereof, or earlier sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, wear and tear excepted. By the expiration or termination date, Lessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred. Lessee shall immediately notify the County if Lessee surrenders the Premises and disconnects or transfers utilities before the last day of the Term or extension thereof.

30. **Notices**: All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: New Mexico Legal Aid  
PO Box 25486  
Albuquerque, NM 87125-5486

To County: Santa Fe County  
County Manager  
102 Grant Avenue  
Santa Fe, NM 87504

To County: Santa Fe County  
Public Works Department  
P.O. Box 276  
Santa Fe, NM 87504

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

31. **Miscellaneous Provisions**:

a. **Negation of Partnership** - County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

b. **Conflict of Interest** - All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Lessee.

c. **Nondiscrimination** -

1) Lessee, in the use of the Premises and in the activities or operations conducted by Lessee under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies. Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Premises.

2) Lessee shall include the language in **subsection (1) above** in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render services to the public on the Premises.

d. **Incorporation of Prior Agreements** - This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. **Remedies not Exclusive** - The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. **Severability** - If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of New Mexico, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. **Governing Law; Venue** - The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of New Mexico. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the state courts of the First Judicial District, Santa Fe County, State of New Mexico, it being understood that this Agreement is entered into, and will be performed, within Santa Fe County.

h. **Compliance with Laws** - Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. **Successors** - Subject to Section 28. "Assignment and Subletting", all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. **No Third Party Beneficiaries** - This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. **Covenants and Conditions** - Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.

l. **Modification** - This Agreement may be modified or amended only by a written amendment signed by both Parties.

m. **Authorization** - Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this



Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. **Recitals** - Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

o. **Captions** - Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

p. **Exhibits** - All exhibits attached to this Agreement are incorporated into this Agreement by reference.

q. **Time of Essence** - Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

**32. State Approval.**

This Lease shall not be effective until approved by the New Mexico State Board of Finance. Any amendments to this Lease shall also be approved by the State Board of Finance.

*The remainder of this page has been intentionally left blank.*


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

**LESSOR - SANTA FE COUNTY**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

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

5-14-15  
\_\_\_\_\_  
Date

**FINANCE DEPARTMENT**

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

\_\_\_\_\_  
Date

**LESSEE - NEW MEXICO LEGAL AID**

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

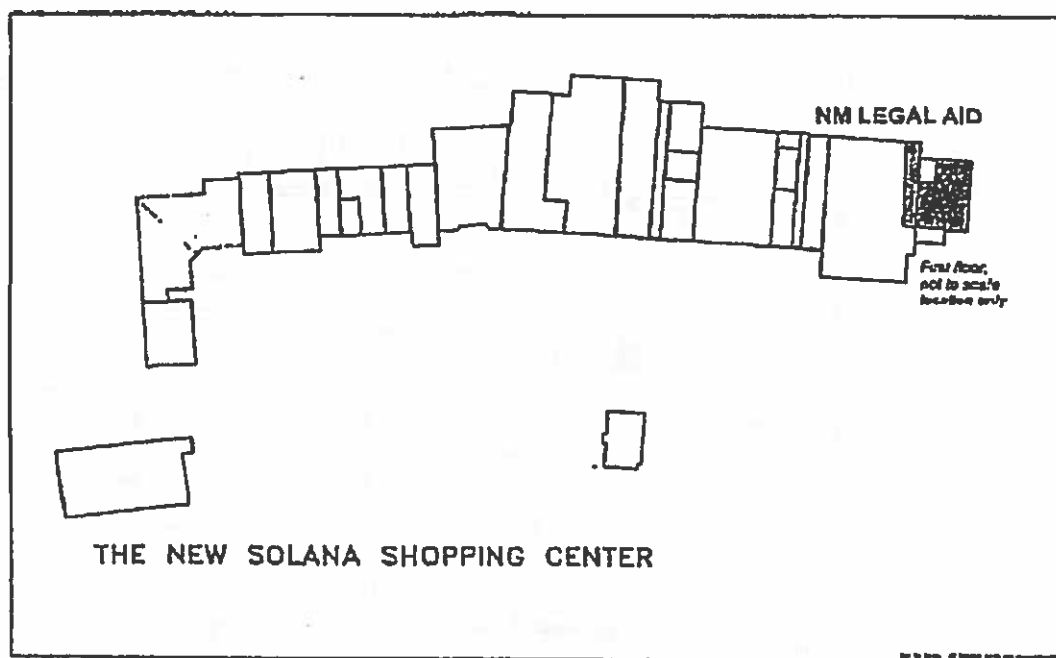
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

**EXHIBIT "A1" – Premises**

**901-949 W. Alameda**

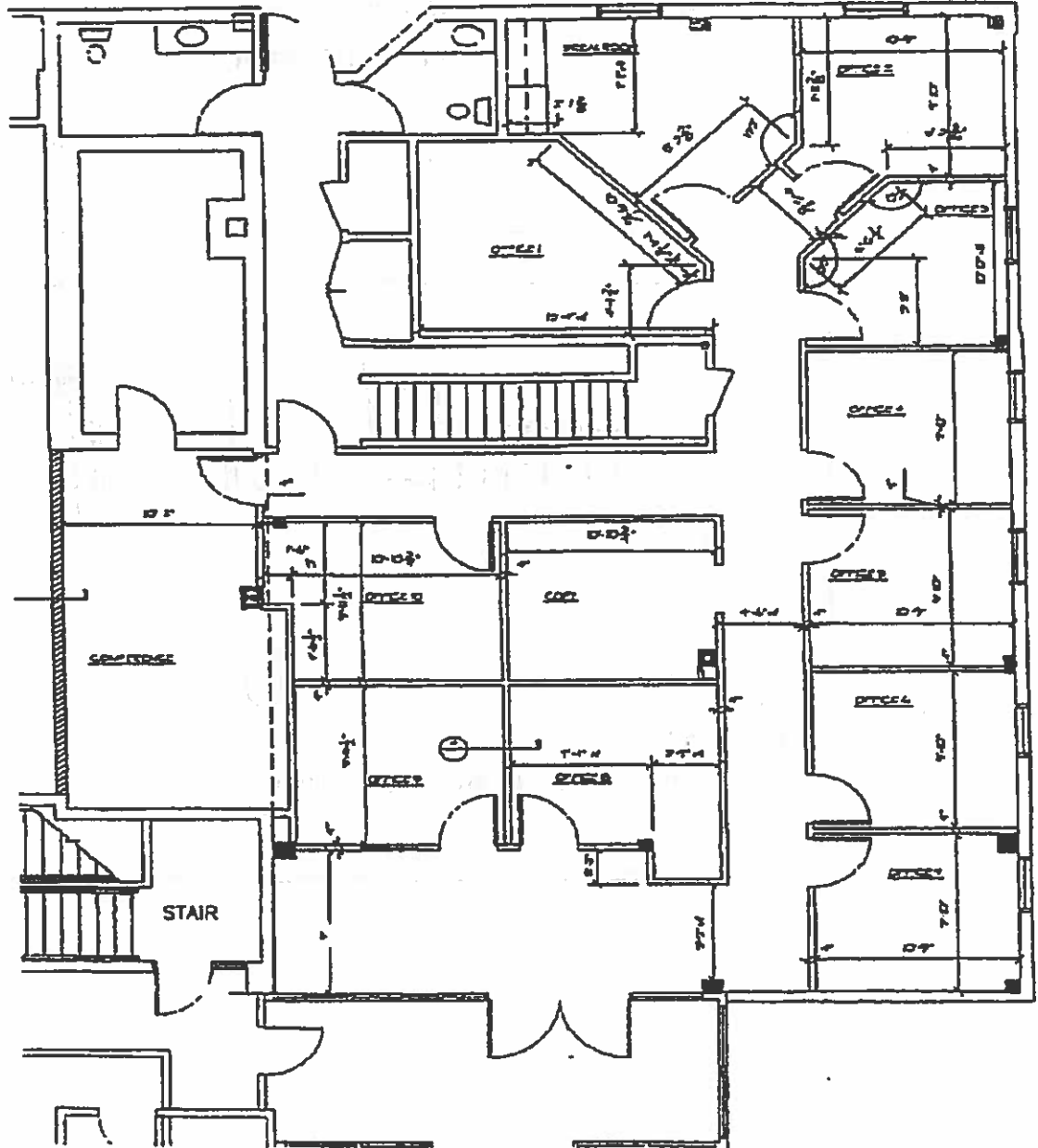
**Santa Fe, NM 87501**



NEW SOLANA CENTER  
New Mexico Legal Aid/Revised, 11.5.0

EXHIBIT "A2" - Premises

Description of Premises  
901 W. Alameda, Suite 20B



NEW SOLANA CENTER LEASE  
New Mexico Legal Aid/Revised, R5.0

## EXHIBIT "B" – Environmental Terms

### Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. **Environmental Requirements.** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, State of New Mexico, or its political or municipal subdivisions including Santa Fe County, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. **Hazardous Materials.** All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.









Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4


Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: May 13, 2015

TO: Board of County Commissioners

FROM: Carole H. Jaramillo, Finance Director 

VIA: Katherine Miller, County Manager

Resolution 2015 - \_\_\_\_\_ A Resolution Requesting a Budget Increase to the GOB Series 2015 Fund (352) to Budget Bond Proceeds to Pay Issuance Costs / \$290,000 (Finance/Carole Jaramillo)

---

### SUMMARY:

The purpose of this resolution is to budget bond proceeds in the amount of \$290,000 to pay issuance costs for the General Obligation Refunding and Improvement Bonds, Series 2015 which were sold April 14, 2015.

### BACKGROUND:

The 2015 bond series were issued for the purpose of refunding, refinancing, paying and redeeming three general obligation bond issues as well as issuing new bonds. On November 6, 2012 voters approved the issuance of general obligation bonds in the amount of \$35 million for open space projects (\$6M), road projects (\$19M), and water and wastewater projects (\$10M). Santa Fe County issued \$19.0 million of the authorized bonds in April 2013 and the 2015 bond series will issue \$8.0 million of the remaining \$16.0 million capacity for road projects (\$3.4M), water and wastewater projects (\$2.6M) and open space projects (\$2M).

The 2015 bond series also includes refunding, refinancing, paying and redeeming of the Series 2005A, Series 2007A and Series 2007B general obligation bond issues to enable the refunding/restructuring of existing general obligation debt which will result in a savings to the County of \$5.1 million.

### ACTION REQUESTED:

The Finance Division is requesting approval to budget \$290,000 to pay issuance costs for the 2015 General Obligation Bond. Project budgets funded by the 2015 GOB will be budgeted for in Fiscal Year 2016.



# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

Page 1 of 4

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on May 26, 2015, did request the following budget adjustment:

Department / Division: County Manager / Finance Fund Name: GOB Series 2015 Fund (352)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
352	0000	321	0000	Loan Proceeds / General Obligation Bonds	\$290,000	
TOTAL (if SUBTOTAL, check here )					\$290,000	

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
352	0303	412	7043	Other Operating Costs / Bond Issuance Costs	\$290,000	
TOTAL (if SUBTOTAL, check here )					\$290,000	

Requesting Department Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Carole Jaramillo Dep/Div: CMO / Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.  
Request is to establish budget for the 2015 General Obligation Bond to pay issuance costs in the amount of \$290,000.

### a) Employee Actions

Line Item	Action (Add/Delete Position, Reclash, Overtime)	Position Type (permanent, term)	Position Title

### b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

# SANTA FE COUNTY

Page 3 of 4

## RESOLUTION 2015 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

DEPARTMENT CONTACT:

Name: Carole Jaramillo Dept/Div: CMO / Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES X NO         
If YES, cite statute and attach a copy.

General Obligation Bond Proceeds

- b) Does this include state or federal funds? YES        NO X  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
- c) Is this request is a result of Commission action? YES        NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.  
There are no other funding sources to match this request.

**SANTA FE COUNTY**

**RESOLUTION 2015 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

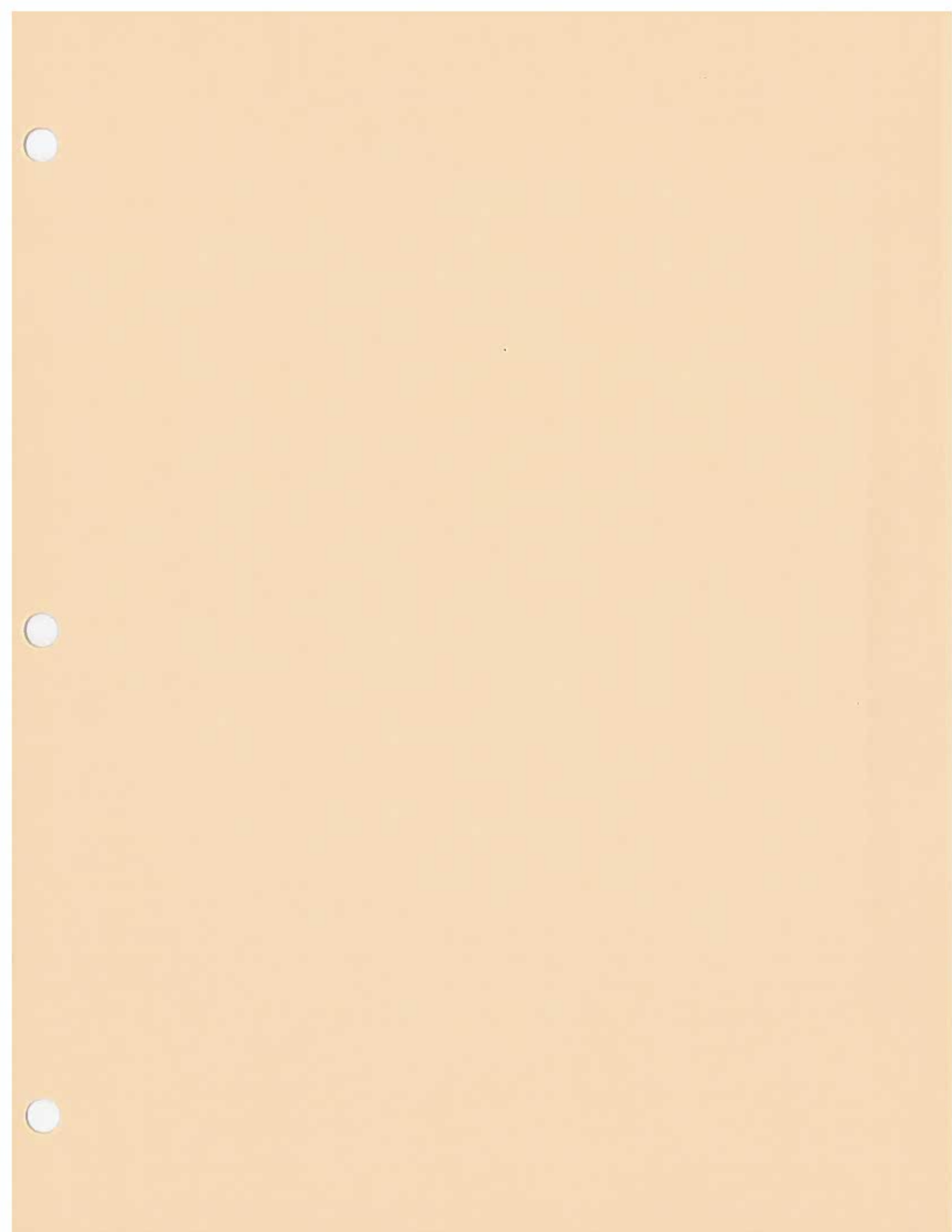
**Approved, Adopted, and Passed This 26th Day of May, 2015.**

**Santa Fe Board of County Commissioners**

Robert A. Anaya, Chairperson

**ATTEST:**

Geraldine Salazar, County Clerk







Henry P. Roybal  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## Memorandum

**Date:** *May 26, 2015*

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

**From:** *Kathy Holian, County Commissioner*

**Via:** *Katherine Miller, County Manager*

**Re:** **A Resolution Relating to Early Childhood Care and Education, Affirming Commitment and Proclaiming Support for High-Quality Programs and Services for Santa Fe County Children Ages Prenatal Through Five and Their Families. (Commissioner Holian)**

---

### SUMMARY:

On April 29, 2014 the Santa Fe County Board of County Commissioners approved the County Health Action Plan recommended by the Santa Fe County Health Policy and Planning Commission, entitled *Santa Fe County Health Action Plan FY 2015-2017*. This resolution reaffirms the County's commitment to support and provide funding for programs and services for children ages prenatal through five and their families.

### DISCUSSION:

Santa Fe County is home to 9,900 children under the age of six, over half of whom reside in low income households, and 19 percent of whom live in poverty. The County, through its County *Health Action Plan FY 2015-2017* has provided support for a variety of projects including but not limited to the following:

1. A low birth weight prevention initiative to reduce the risks associated with low birth weight;
2. A community-based Medication-Assisted Treatment (MAT) program for pregnant women in Santa Fe County who use opiates;

3. Payment of the costs of prenatal care for medically indigent women who are not eligible for Medicaid;
4. Imagination Library, which is a program delivering free books to children from birth to age five.
5. The production each year of the *Resource Directory for Families with Young Children* in English and Spanish.

**ACTION REQUESTED:**

Requesting approval of the Resolution to reaffirm support of early childhood programs in Santa Fe County.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

RESOLUTION NO. 2015- \_\_\_\_\_

---

A RESOLUTION RELATING TO EARLY CHILDHOOD CARE AND EDUCATION,  
AFFIRMING COMMITMENT AND PROCLAIMING SUPPORT FOR HIGH-QUALITY  
PROGRAMS AND SERVICES FOR SANTA FE COUNTY CHILDREN AGES  
PRENATAL THROUGH FIVE AND THEIR FAMILIES

---

WHEREAS, all Santa Fe County children, regardless of income, race or ethnicity, should have the opportunity to thrive and enter school ready to learn;

WHEREAS, Santa Fe County is home to 9,900 children under the age of six, over half of whom reside in low income households, and 19 percent of whom live in poverty;

WHEREAS, research shows that early prenatal care, pediatric health care, and high quality early childhood care and education are cost-effective ways to promote equal opportunities for disadvantaged children and to improve educational outcomes, as well as to reduce the need for expensive later interventions and the public costs of unemployment, incarceration and social welfare programs;

WHEREAS, studies show that 85 percent of brain development occurs in the first five years of life, and that providing high-quality early childhood programs to children and their families prepares children to thrive in school and in life and is much less costly than later interventions;

WHEREAS, research shows that when families have more books at home, kindergartners arrive at school with higher early language scores;

WHEREAS, research has demonstrated that each dollar invested in early childhood care and education generates between seven and ten dollars in productivity gains and cost savings to society over the lifetime of a child;

WHEREAS, public and private investments in early childhood care and education benefit the business community by fostering the growth of local small businesses, many of which are women- and minority-owned; by making it possible for the parents of young children to work and further their education; and by improving educational outcomes, and thus the future workforce readiness, of children;

WHEREAS, to make meaningful and lasting improvements in outcomes for children and families, a large, sustained, and reliable investment in early childhood services is necessary;

WHEREAS, local funding and oversight of early childhood programs maximizes the extent to which those programs reflect community values and addresses the unique needs of community residents and institutions;

WHEREAS, Santa Fe County has taken an active and strategic role in setting priorities and funding programs for young children and their families;

WHEREAS, on April 29, 2014, the Santa Fe County Board of County Commissioners approved the County Health Action Plan recommended by the Santa Fe County Health Policy and Planning Commission, entitled *Santa Fe County Health Action Plan FY 2015-2017*;

WHEREAS, the *County Health Action Plan* contains priorities targeted to early childhood, including "Reduce low birth weight," and establishes as a performance measure for the County the funding and support for programs and services that address low birth weight, as well as public awareness of the value and availability of prenatal care services;

WHEREAS, the *County Health Action Plan* establishes as a performance measure for the County the funding of Medication-Assisted Treatment (MAT) services for pregnant women who use opiates;

WHEREAS, the *County Health Action Plan*, as part of its priority goal to "Increase consumption of healthy food," supports promoting the benefits of breastfeeding to pregnant women, as well as increasing public awareness of food assistance programs that benefit children and their families; and

WHEREAS, in pursuance of the priorities of the *County Health Action Plan*, Santa Fe County has spearheaded and funded the following early childhood programs and services:

1. A low birth weight prevention initiative was implemented, in the amount of \$250,000, beginning in FY 2015, to reduce the risks associated with low birth weight, especially among women more likely to deliver low birth weight babies;

2. A community-based Medication-Assisted Treatment (MAT) program for pregnant women in Santa Fe County who use opiates, was implemented in the amount of \$158,000, that began in FY 2015 and has resulted so far in over 30 babies born healthy;

3. Payment of the costs of prenatal care for medically indigent women who are not eligible for Medicaid;

4. Imagination Library, a program delivering free books, in English and Spanish, to children from birth to age five, funded in the amount of \$60,000, was implemented which has already delivered free books to over 700 children, who will continue to receive new books every month;

5. The production each year of the *Resource Directory for Families with Young Children*, in English and Spanish, which provides essential information for new parents and the

community at large about programs and services related to childhood health and well-being, and which is used by thousands of families, as well as providers.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County:

1. That Santa Fe County reaffirms its commitment to the early childhood-related priorities in the *County Health Action Plan* and the programs and services that the County has spearheaded, as outlined above.
2. That Santa Fe County encourages community efforts to create public awareness of the importance of early childhood education and care, and encourages new and expanded high-quality programs that support the health, learning and stability of young children and their families throughout Santa Fe County.

**APPROVED, ADOPTED AND PASSED** this \_\_\_\_ day of May, 2015

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Anaya, Chair

**Attest:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**Approved as to Form:**

*Willie R. Brown*  
for: \_\_\_\_\_  
Gregory S. Shaffer, County Attorney









Henry P. Roybal  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## **Memorandum**

**Date:** *May 26, 2015*

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

**From:** *Kathy Holian, County Commissioner*

**Via:** *Katherine Miller, County Manager*

**Re:** **A Resolution to Support Santa Fe County's Participation in the Steering Committee to Cooperatively Develop a Regional Water Plan Update to the 2003 Jemez y Sangre Regional Water Plan. (Commissioner Holian)**

---

### **SUBJECT:**

This proposed resolution would provide the support of Santa Fe County to participate in the steering committee that is tasked with developing an updated Jemez y Sangre Regional Water Plan.

### **BACKGROUND:**

A steering committee is being initiated to cooperatively develop a Regional Water Plan Update to the 2003 Jemez y Sangre Regional Water Plan that will be comprised of local governments, tribal governments, acequia associations, irrigation districts, advocacy groups, state and federal land resource management agencies, and water rights owners.

A state water plan is the obligation of the office of the state engineer to develop and periodically update. The state water plan is composed of 13 regional areas.

The Jemez y Sangre Regional Water Plan planning area consists of parts of southern Rio Arriba, most of Los Alamos County, and a large portion of Santa Fe County. The northern border of the planning area is the community of Velarde in Rio Arriba and the South Galisteo Creek which is just south of the community of Galisteo in Santa Fe County.

Santa Fe County would participate by primarily providing up to date completed water project information and also planned water project information to be included in a plan update. Santa Fe

County would also participate in the update by communicating its participation in the plan to other water users in the planning region.

**ACTION REQUESTED:**

Commissioner Holian respectfully request the Board of County Commissioners support and approve this resolution.

THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY

RESOLUTION No. 2015- \_\_\_\_\_

---

A RESOLUTION TO SUPPORT SANTA FE COUNTY'S PARTICIPATION IN THE  
STEERING COMMITTEE TO COOPERATIVELY DEVELOP A REGIONAL WATER  
PLAN UPDATE TO THE 2003 JEMEZ Y SANGRE REGIONAL WATER PLAN

---

WHEREAS, pursuant to NMSA 1978, Sections 72-14-43 and -44, the New Mexico Legislature has provided funding for regional water planning, which is overseen and implemented by the New Mexico Interstate Stream Commission ("ISC"); and

WHEREAS, there are sixteen regional water planning regions, including the Jemez y Sangre Region that includes Los Alamos County and portions of Santa Fe and Rio Arriba Counties; and

WHEREAS, the existing Jemez y Sangre Regional Water Plan ("Jemez y Sangre Plan" or "Plan") has been in place since April 23, 2003, when it was accepted by the ISC; and

WHEREAS, water plans must be periodically reviewed, updated and amended in response to changing conditions; and

WHEREAS, the Jemez y Sangre Plan is currently in the process of being reviewed and updated; and

WHEREAS, Santa Fe County participated in the original Jemez y Sangre Regional Planning Council, which was formed in 1998; and

WHEREAS, the Jemez y Sangre Water Planning Region is one of the most diverse in New Mexico, covering all or parts of three counties, two incorporated municipalities, all or part of eight Pueblo land areas, and a multitude of historic and traditional villages; and

WHEREAS, a steering committee is being formed to cooperatively develop a Regional Water Plan Update to the Jemez y Sangre Plan, which will be comprised of local governments, tribal governments, acequia associations, irrigation districts, advocacy groups, state and federal land resource management agencies, and water rights owners.

**NOW THEREFORE, BE IT RESOLVED** as follows:

Santa Fe County will participate in the steering committee to cooperatively develop a regional Water Plan Update to the 2003 Jemez y Sangre Regional Water Plan.

**APPROVED, ADOPTED AND PASSED** this 26<sup>th</sup> day May, 2015.



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

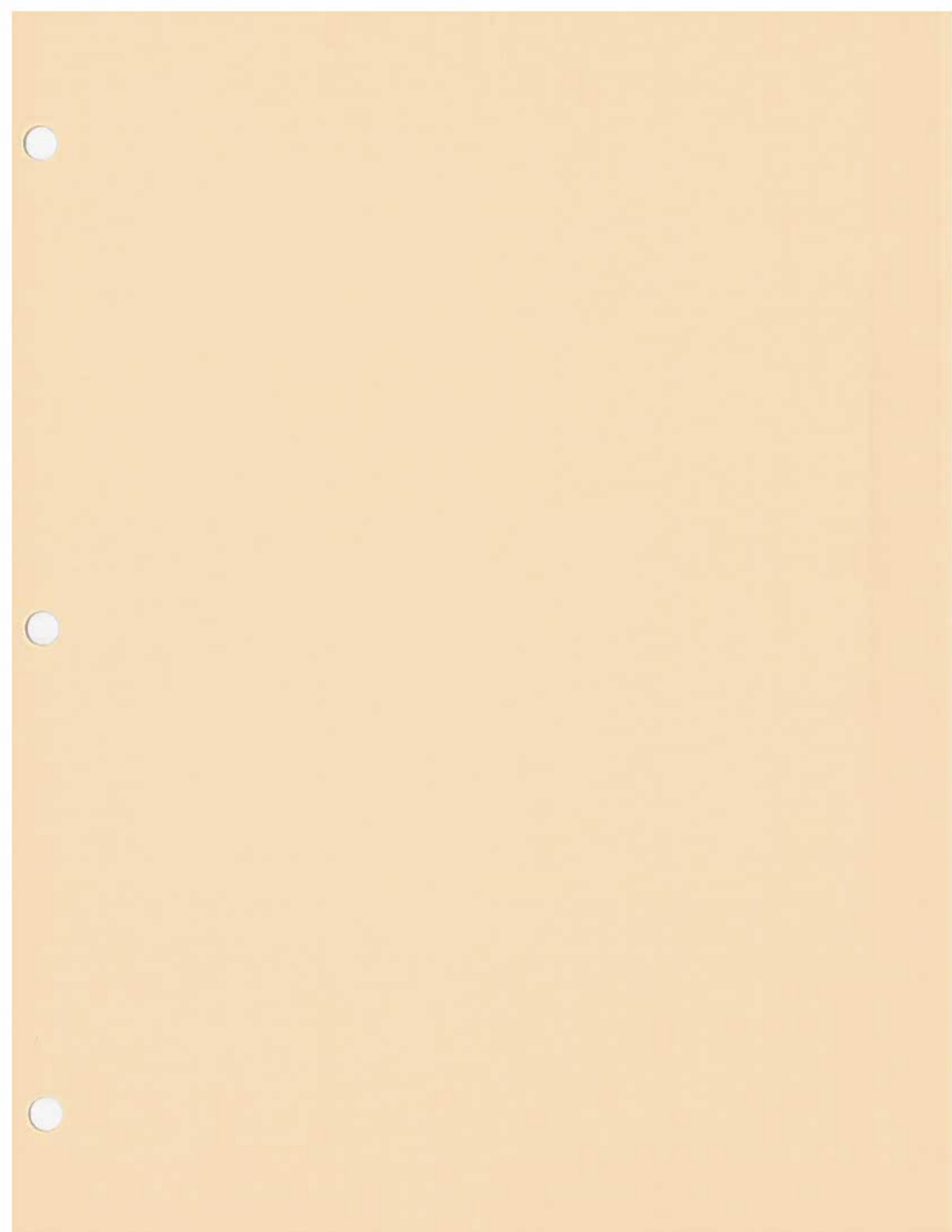
\_\_\_\_\_  
Robert A. Anaya, Chairman

Attest by:

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

Approved to Form by:

  
\_\_\_\_\_  
 Gregory Shaffer, County Attorney





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:** May 26, 2015

**To:** Board of County Commissioners

**From:** Kathy Holian, County Commissioner

**Via:** Katherine Miller, County Manager

**Re:** **A Resolution Calling on the President of the United States, the Congress of the United States, and the New Mexico Congressional Delegation to Support Local Efforts to Keep the Old Santa Fe Trail National Park Service Building Open to the Public as a Cultural Resource and Ultimately Designated as Either a National Historic Site or a National Monument. (Commissioners Holian and Chavez)**

---

**ISSUE:**

On the agenda, under Matters from the Commission the following is attached for your consideration:

A Resolution urging the United States Congress to designate the Old Santa Fe Trail Building as the Civilian Conservation Corps ("CCC") and the Works Progress Administration ("WPA") Historic Site. Alternately, urging the President of the United States to proclaim the building the CCC and WPA National Monument. This building represents the story of all those who participated in these two government programs and signifies the wonderful artifacts that the programs helped create.

**ACTION REQUESTED:**

Commissioners Holian and Chavez respectfully request the Board of County Commissioners support and approve this resolution.

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

**RESOLUTION No. 2015- \_\_\_\_\_**

---

**A RESOLUTION CALLING ON THE PRESIDENT OF THE UNITED STATES, THE  
CONGRESS OF THE UNITED STATES, AND THE NEW MEXICO CONGRESSIONAL  
DELEGATION TO SUPPORT LOCAL EFFORTS TO KEEP THE OLD SANTA FE  
TRAIL NATIONAL PARK SERVICE BUILDING OPEN TO THE PUBLIC AS A  
CULTURAL RESOURCE AND ULTIMATELY DESIGNATED AS EITHER A  
NATIONAL HISTORIC SITE OR A NATIONAL MONUMENT.**

---

**WHEREAS**, the Old Santa Fe Trail Building located at 1100 Old Santa Fe Trail, Santa Fe, New Mexico was constructed in the late 1930's through the efforts of the Civilian Conservation Corps (the "CCC") and the Works Progress Administration (the "WPA"), two federal government organizations which offered meaningful employment and cultural uplift to millions during the Great Depression; and

**WHEREAS**, the CCC and the WPA through their programs enabled New Mexico to have the ethnic diversity it has today; and

**WHEREAS**, from 1939 until 1995, this building served as the regional headquarters for the National Park Service and played an important role in the development of the National Park System which has been touted as "America's Best Idea"; and

**WHEREAS**, currently, there are 70 National Park Service employees who continue to work in the Old Santa Fe Trail Building; and

**WHEREAS**, this Old Santa Fe Trail Building is a masterpiece of Spanish-Pueblo Revival architecture and it reflects the natural vernacular of New Mexico and the Southwest; and

**WHEREAS**, the exterior of the building has been preserved by the National Park Service since 1939 and is virtually unchanged since its original design and construction; and

**WHEREAS**, the interior of this building was similarly designed to reflect that same vernacular as the exterior and houses a collection of historic furniture and artwork; and

**WHEREAS**, much of the furniture and artwork was produced by the artisans of the CCC and the WPA and the National Park Service through its mission to preserve the Old Santa Fe Trail Building, has protected and preserved these historic cultural artifacts; and



**WHEREAS**, prior to the recent limitations on public access, exhibits, and interpretive programs, public activities in the Old Santa Fe Trail Building were an important part of Santa Fe's community life and development; and

**WHEREAS**, the area around the building, commonly known as Museum Hill, has evolved into a unique array of educational institutions. The current use of Museum Hill coincides with the public use of the Old Santa Fe Trail Building, presenting a potential for mutually beneficial federal, state, local, tribal, and private sector cooperation; and

**WHEREAS**, in 1989 the Old Santa Fe Trail Building was designated a National Historic Landmark by the Secretary of the Interior, recognizing the building as historically significant to the nation; and

**WHEREAS**, we implore Congress to designate the Old Santa Fe Trail Building as a National Historic Site which honors the work of all of those throughout the nation who lent their talents and labor to the CCC and the WPA; and

**WHEREAS**, this story of our nation's history needs to be documented and celebrated while those who worked in the CCC and the WPA are still with us; and

**WHEREAS**, the designation of Old Santa Fe Trail Building will honor the memory of all the individuals and artist who participated in these important programs, leaving a historic legacy for the Nation to celebrate.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Santa Fe County urges the Congress of the United States to designate the Old Santa Fe Trail Building as the "CCC and WPA Historic Site" or alternately the President of the United States to proclaim it the "CCC and WPA National Monument." This designation will preserve the story of all those who participated in the CCC and WPA, which have been critical to the preservation of the history of New Mexico.

**BE IT FURTHER RESOLVED** that Santa Fe County supports maintaining the 70 employees housed in the Old Santa Fe Trail Building.

**BE IT FURTHER RESOLVED** that the County Clerk shall forward copies of this resolution to the President of the United States, the New Mexico Congressional Delegation, the Governor of the State of New Mexico, the Santa Fe Legislative Delegation and the Board of County Commissioners of Santa Fe County.

**APPROVED, ADOPTED AND PASSED** this 26<sup>th</sup> day May, 2015.

---

Robert A. Anaya, Chair

**Attestation:**

---

Geraldine Salazar, Santa Fe County Clerk

**Approved to form:**

  
Gregory S. Shaffer, County Attorney





# **SANTA FE COUNTY**

## **Resolution No. 2015-**

---

### **A Resolution Imposing An Annual Liquor License Tax Upon Persons Holding State Liquor Licenses**

---

**WHEREAS**, NMSA 1978, Section 7-24-2 (1994) provides that the Board of County Commissioners may adopt, on or before the first day of June of each year, a resolution imposing an "annual, nonprohibitive license tax upon the privileges of persons holding state licenses under the provisions of the Liquor Control Act to operate within such counties, outside of the municipalities that are local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees"; and

**WHEREAS**, the resolution must fix the "amount of the license tax, which shall not exceed two hundred fifty dollars (\$250), and the dates and manner of the payment"; and

**WHEREAS**, NMSA 1978, Section 7-24-3 (1953) provides for the closing of a business that has not paid the license tax.

**NOW, THEREFORE, IT IS RESOLVED** by the Board of County Commissioners of the County of Santa Fe that:

- A. For the privilege of doing business from July 1, 2015, to June 30, 2016, a two hundred fifty dollar (\$250) license tax to be known as the Liquor License Tax is hereby imposed on persons that (i) operate within Santa Fe County outside of a municipality and (ii) hold State licenses under the provisions of the Liquor Control Act to operate as a:
  1. Retailers;
  2. Dispensers;
  3. Canopy Licensees;
  4. Restaurant Licensees; or
  5. Club Licensees.
- B. The Liquor License Tax shall not be prorated and is due and payable on July 1, 2015, and is delinquent if not paid by that date. The Liquor License Tax may be paid in cash or by personal or corporate check or money order by mail addressed to PO Box T, Santa Fe, NM 87504-0528, postmarked no later than July 1, 2015, or in person at the Santa Fe County Treasurer's Office. The following information must be submitted on a letter accompanying payment or as a notation on the check or money order by which payment is made: (i) the name of the



person paying the Liquor License Tax; (ii) the name and address of the person for which the Liquor License Tax is due; and (iii) the account number of the person for which the Liquor License Tax is due. Persons subject to the Liquor License Tax may obtain their account number by contacting the Santa Fe County Treasurer's Office.

- C. In accordance with NMSA 1978, § 7-24-3, upon the written order of the Board of County Commissioners, duly entered of record, the Sheriff shall close up the place of business of any person who has not paid or tendered the Liquor License Tax in accordance with this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of May, 2015.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert A. Anaya, Chairman

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney





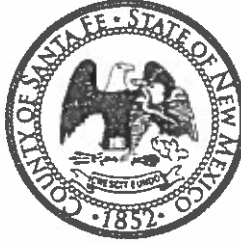




**Henry P. Roybal**  
Commissioner, District 1

**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  
Rachel O'Connor, Director, Community Services Department

**From:** Patricia Boies, Health Services Division, Community Services Department

**Date:** May 11, 2015

**Re:** **RESOLUTION 2015- A Resolution Adopting the "Santa Fe County Health Care Assistance Program Procedures for Processing Eligible Provider Claims Under the Indigent Hospital and County Healthcare Act" (Community Services Department/Patricia Boies)**

---

### ISSUE:

The approval of a resolution adopting procedures for the County Health Care Assistance Program.

### BACKGROUND:

Following the 2014 Legislative amendments to the Indigent Hospital and County Healthcare Act, NMSA 1978, Sections 27-5-1 et. seq ("the Act"), the Santa Fe County Board of County Commissioners (BCC) adopted Resolution 2014-47, establishing the Health Care Assistance Program. Resolution 2014-47 provides that the County's Health Care Assistance Fund shall be used for providing health care services for indigent patients domiciled in the County and to support the health priorities set forth in *Santa Fe County Health Action Plan FY 2015-2017*.

Resolution 2014-47 provides that the Fund may be used to reimburse "claims of indigent patients of nonprofit providers for non-hospital based health care services" and directs staff of the County Community Services Department (CSD) to prepare procedures for claims processing that incorporate the five policies set out in Resolution 2014-47. Accordingly, CSD, in conjunction with the Legal Department, has developed procedures incorporating the five policies.

These procedures, titled "Santa Fe County Health Care Assistance Program Procedures for Processing Eligible Provider Claims Under the Indigent Hospital and County Healthcare Act," are attached to the Resolution, with the five policies listed on page one. Note that CSD has been administering claims consistent with these policies since the adoption of Resolution 2014-47.

**RECOMMENDATION:**

The Community Services Department recommends BCC approval of this resolution.

# **SANTA FE COUNTY**

## **RESOLUTION NO. 2015 - \_\_\_\_\_**

---

### **A Resolution Adopting the “Santa Fe County Health Care Assistance Program Procedures for Processing Eligible Provider Claims Under the Indigent Hospital and County Healthcare Act”**

---

**WHEREAS**, a purpose of the New Mexico Indigent Hospital and County Health Care Act (“Act”), NMSA 1978, Sections 27-5-1 through 27-5-18 (2014) is “to recognize that each individual county of this state is the responsible agency for ambulance transportation, hospital care or the provision of health care to indigent patients domiciled in that county, as determined by resolution” of the county; and

**WHEREAS**, Section 27-5-4(F) defines “health care services” to mean “treatment and services designed to promote improved health in the county indigent population, including primary care, prenatal care, dental care, behavioral health care, alcohol or drug detoxification and rehabilitation, hospital care, provision of prescription drugs, preventive care or health outreach services, to the extent determined by resolution of the county”;

**WHEREAS**, Section 27-5-7 of the Act established the County Health Care Assistance Fund (“Fund”) in the county treasury to pay health care providers eligible costs of providing uncompensated health care services to indigent patients; and

**WHEREAS**, Section 27-5-4(B) of the Act defines eligible “costs” to mean “all allowable costs of providing health care services, to the extent determined by resolution of a county, for an indigent patient;” and

**WHEREAS**, Section 27-5-12 of the Act provides that a “hospital, ambulance service or health care provider” may file claims for payment from the Fund of the eligible costs of providing health care services to indigent patients domiciled in the county;

**WHEREAS**, on June 24, 2014, the Santa Fe County Board of County Commissioners (“BCC”) adopted Resolution 2014-47, establishing the Santa Fe County Health Care Assistance Program pursuant to the Act; and

**WHEREAS**, Section 2 of Resolution 2014-47 provides that the “County's Health Care Assistance fund ... shall be used for” providing “health care services for indigent patients domiciled in the County” and to support the health priorities set forth in *Santa Fe County Health Action Plan FY 2015-2017*; and

**WHEREAS**, Section 3 of Resolution 2014-47 provides that the "Fund may be used for reimbursement of claims of indigent patients of nonprofit providers for non-hospital based health care services"; and

**WHEREAS**, Section 7 of Resolution 2014-47 directed staff of the County Community Services Department to prepare "procedures for claims processing and indigent health care initiatives to implement *Santa Fe County Health Action Plan FY 2015-2017* and to incorporate into those procedures" the five policies set out in Resolution 2014-47; and

**WHEREAS**, in accordance with Resolution 2014-47, staff developed the attached "Santa Fe County Health Care Assistance Program Procedures for Processing Eligible Provider Claims Under the Indigent Hospital and County Healthcare Act" ("Procedures"); and

**WHEREAS**, the BCC finds that the Procedures incorporate the five policies set out in Resolution 2014-47 and otherwise comply with BCC's directive to establish new claims processing procedures under the Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners that the Procedures attached to this Resolution, entitled "Santa Fe County Health Care Assistance Program Procedures for Processing Eligible Provider Claims Under the Indigent Hospital and County Healthcare Act," are hereby adopted and that all claims under the Act shall hereafter be filed in accordance with such Procedures, the Act, and Resolution 2014-47.

**PASSED, APPROVED, AND ADOPTED THIS 28th DAY OF APRIL, 2015.**  
**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert A. Anaya, Chair

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Santa Fe County Health Care Assistance Program  
Procedures for Processing Eligible Provider Claims  
Under the Indigent Hospital and County Healthcare Act**

**I. Introduction**

These Procedures are established by the Department<sup>1</sup> in accordance with Resolution 2014-47, which the BCC adopted on June 24, 2014, and which is attached to these Procedures. Among other things, the BCC established the Program and directed Department staff to adopt new procedures for paying claims from the Fund and to implement the indigent health care initiatives set out in *Santa Fe County Health Action Plan FY 2015-2017*. In accordance with Resolution 2014-47, these Procedures incorporate five County policies, as follows:

**Policy 1:** Patient eligibility will be based on financial status, including a combination of household income and liquid assets, as follows:

(1) Household income shall not exceed 80 percent of the median average as published annually in the Federal Register by HUD;

(2) Liquid assets shall not exceed \$10,000 for a single individual or \$20,000 for a household.

**Policy 2:** The lifetime caps on claims shall be as follows:

(1) \$25,000 per individual for all services, regardless of provider (unless exceptional circumstances apply); and

(2) \$5,000 per individual for dental services, regardless of provider.

**Policy 3:** The Fund will not be used to pay for services eligible for coverage by the applicant's insurance, or Centennial Care, regardless of whether the applicant has applied for Centennial Care, if the applicant would have qualified for Centennial Care.

**Policy 4:** Any person (regardless of their immigration status) applying for services must be Domiciled in Santa Fe County.

**Policy 5:** The definition of primary care includes dental and mental health services when provided within a medical home.

---

<sup>1</sup> Capitalized terms are defined below.

## **II. Definitions**

A. "Act" means the Indigent Hospital and County Healthcare Act, NMSA 1978, Sections 27-5-1 through 27-5-16 (2014).

B. "Ambulance Provider" means a specialized carrier based within the state authorized under provisions and subject to limitations as provided in individual carrier certificates issued by the public regulation commission to transport persons alive, dead or dying en route by means of ambulance service. The rates and charges established by public regulation commission tariff shall govern as to allowable cost. Also included are air ambulance services approved by the Division. The air ambulance service charges shall be filed and approved pursuant to NMSA 1978, Sections 27-5-6(D) and 27-5-11.

C. "BCC" means the Santa Fe County Board of County Commissioners.

D. "Centennial Care" means the New Mexico Medicaid program.

E. "Claimant" means the person who files a claim under Article III of these Procedures. The Claimant will be the provider that rendered services in most cases, but may also be the patient or the Responsible Party if the provider fails to file a claim.

F. "County" means Santa Fe County.

G. "Department" means the Santa Fe County Community Services Department.

H. "Division" means the Health Services Division of the Department.

I. "Domiciled in Santa Fe County" means that the Eligible Patient regarded Santa Fe County as his or her permanent residence at the time that the Reimbursable Services were rendered.

J. "Eligible Patient" means a patient who: (1) received Reimbursable Services from an Eligible Provider; (2) meets the financial requirements of Policies 1 and 4 or is the minor child of a person who meets the requirements of Policies 1 and 4, and (3) either the patient or the Responsible Person is unable to pay for the services rendered.

K. "Eligible Provider" means a nonprofit provider of Health Care Services or an ambulance provider.

L. "Fund" means the County Health Care Assistance Fund established within the Santa Fe County Treasury pursuant to NMSA 1978, Section 27-5-7 (2014) of the Act.

M. "Health Care Services" means treatment and services designed to promote improved health in the Santa Fe County's indigent population, including primary care, prenatal care, dental care, behavioral health care, alcohol or drug detoxification and rehabilitation, provision of



prescription drugs, and preventive care or health outreach services. "Primary care" includes dental and mental health services when provided within a Medical Home.

N. "HUD" means the United States Department of Housing and Urban Development.

O. "Liquid Assets" means cash or assets immediately convertible to cash, including Certificates of Deposit (CDs), stocks, bonds, and the cash value of any life insurance if the patient is deceased.

P. "Medical Home" means a team-based health care delivery model led by a physician that provides comprehensive and continuous medical care to patients with the goal of obtaining maximized health outcomes.

Q. "Program" means the Health Care Assistance Program established by BCC under Resolution 2014-47.

R. "Reimbursable Services" mean necessary non-hospital based Health Care Services or ambulance services rendered in the County by an Eligible Provider to an Eligible Patient that are not covered by the Patient's insurance carrier, Centennial Care, Workers Compensation, or any other legal source of coverage.

S. "Responsible Person" means a person having custody over or legal responsibility for a minor, incapacitated, or deceased patient or the representative of the estate of a deceased patient.

### **III. Claim Procedure**

A. An Eligible Provider that renders Reimbursable Services to an Eligible Patient may file a confidential claim with the County under the Act and these Procedures. The claim shall be filed with the Division within 120 days of the date on which services were rendered, or within 90 days after the denial of coverage by the patient's insurance carrier or Centennial Care, but in no event later than one year after services were rendered. The claim shall include the following:

(1) The name, address, telephone number, and email address of the provider that rendered services.

(2) The name of a contact person responsible for filing the claim on behalf of the provider and their title.

(3) The name, address, and telephone number of the facility where the services were rendered if different than the provider's.

(4) A description of how the provider verified that the patient is an Eligible Patient.

(5) An itemized, detailed description of the services rendered, the cost of each item of service, and the total cost of all services rendered. Pursuant to NMSA 1978, Section 27-5-4(B), the cost for services rendered shall not exceed Medicaid fee-for-service reimbursement rates for hospitals, licensed medical doctors and osteopathic physicians.

(6) A description of how the provider verified that the services rendered are not covered under the patient's insurance or New Mexico Centennial Care, including documentation (if any) showing a denial of coverage.

(7) An affidavit by the patient or Responsible Person, made under oath, stating the following:

(a) The patient was domiciled in the County when the Reimbursable Services were rendered.

(b) The patient's household income does not exceed 80% of the median average income published annually in the Federal Register by HUD.

(c) The Liquid Assets of the patient do not exceed \$10,000 and those of the patient's household do not exceed \$20,000.

(d) The patient, or, if the patient is a minor, the patient's parent or legal guardian, is unable to pay for the cost of the Reimbursable Services rendered.

(e) The person signing the affidavit understands that he or she is making the statement under oath and that any false statement in the affidavit made knowingly constitutes a felony.

(8) If the Responsible Person provides the affidavit required under Section III(A)(7) above, then the affidavit shall also include a statement that the Responsible Person is: (a) the parent or legal guardian of a minor patient, (b) has custody over or other responsibility for an incapacitated or deceased patient, or (c) is the legal representative of the estate of a deceased patient. The Responsible Person shall include with the claim any documentation that further verifies the Responsible Person's statement.

(9) A description of any exceptional circumstances that may justify exceeding the monetary cap imposed under Policy 2(1).

(10) The Division may request additional information or documentation and make such inquiries as the Division may deem reasonably necessary to verify that the patient is an Eligible Patient, that the provider is an Eligible Provider, or that the services rendered were Reimbursable Services.

B. If the provider does not file a claim in accordance with Section III(A), then the patient or the Responsible Person may file the claim on behalf of the provider. The claim shall include a copy of the invoice for services. If the Division approves the claim, payment will be

made directly to the Eligible Provider. The Division will not pay interest or other penalties assessed on overdue amounts.

C. The Division shall comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and keep private and confidential all claims and associated records and documents. In the event of a conflict between these Procedures and an applicable federal, state, or local law, the applicable law shall prevail.

D. The Division will notify the Claimant if additional information or documentation is required to process a claim, in which case the Division will take no further action on the claim until the requested information or documentation is provided. If the requested information or documentation is provided within one (1) week or such longer period as the Division may allow in its notice, the claim will retain its original priority. Otherwise, the claim must be refiled as a new claim.

E. The Division will process and pay approved claims for Reimbursable Services to Eligible Providers pursuant to these Procedures on a first come, first served basis, up to the caps imposed under Policy 2, and limited to the amounts available in the Fund. Pursuant to NMSA 1978, Section 27-5-4(B), the Division will not pay claims in excess of the Medicaid fee-for-service reimbursement rates for hospitals, licensed medical doctors and osteopathic physicians.

F. The Division shall approve or deny each filed claim, in whole or in part, as follows:

(1) Subject to Sections III(E) and III(G), to the extent that the Division approves a claim, the Division shall at a regularly scheduled meeting request authority from BCC to pay the Eligible Provider for the approved costs of providing Reimbursable Services to the Eligible Patient:

a. If the BCC authorizes payment, in whole or in part, the Division shall pay the claim to the Eligible Provider as authorized by the BCC.

b. If the BCC denies authorization of payment, in whole or in part, the claim shall be deemed denied to the extent of BCC's denial, and the Division shall provide a written notice of BCC's denial to the Claimant. BCC's denial under this Section III(F)(1) shall constitute the County's final decision, which may be appealed in accordance with Section IV(M) or as otherwise provided by law without further exhaustion of administrative remedies.

(2) If the Division denies a claim, in whole or in part, the Division will mail the Claimant written notice of its denial setting out each reason for the denial, including a copy of these procedures (or instructions on how to obtain a copy) and notice of the Claimant's right to file a request for reconsideration with the Division. Unless the Claimant timely files a request for reconsideration, the Division's denial shall be final constitute the County's final decision.

(3) A Claimant whose claim was denied by the Division, in whole or in part, may file a request for reconsideration with the Division within 30 days after the notice of denial

was mailed, setting out in full the reasons that the Division should reconsider and approve the claim. If the Division grants the request for reconsideration, the claim shall be processed in accordance with Section III(F)(1); otherwise, the Division shall issue its final notice of denial to the Claimant.

The Division's decision to deny a claim on reconsideration, in whole or in part, shall constitute the County's final decision on the claim unless the Claimant timely files an appeal with the Department under Section IV of these procedures.

(4) If the Division denies a claim, the Claimant must timely file a request for reconsideration with the Division followed by a timely appeal of the Division's denial on reconsideration under Section IV in order to exhaust the Claimant's administrative remedies.

G. If the Division approves a claim and the BCC authorizes payment but there is an insufficient amount in the Fund to pay all approved items in a given fiscal year, the Division shall pay the claim to the extent of the amount available in the Fund and provide the Claimant with a written notice of the items approved but unpaid because of Fund insufficiency. The Claimant may refile the claim for payment of approved but unpaid items on or before July 31<sup>st</sup> of the next fiscal year, attaching a copy of the Division's notice. The Division shall thereafter pay such claims subject to Section III(E) and this Section.

#### **IV. Appeals**

A. A Claimant may appeal the Division's denial of a request for reconsideration by filing a petition with the Department and hand-delivering or mailing by certified mail, return receipt requested, a copy of the petition on the County Attorney within thirty (30) days of the date of such denial. The petition shall:

1. Include a caption styled as "*In the Matter of [Claimant's Name]'s Claim for Payment Under the Indigent Hospital and County Health Care Act.*" All succeeding pleadings, decisions, orders, and all other submittals filed in the matter shall include the caption together with the claim number assigned by the Department as provided below.

2. Include the title "Petition."

3. State the name, address, telephone number, and email address of the Claimant, the patient, and the provider.

4. Describe the services for which payment is sought, including the date or dates on which the services were rendered and their cost. Include as attachments all invoices and any other documents describing the services rendered and their cost.

5. State that the claim is unpaid and explain why the claim is not payable by private insurance, Centennial Care, or any other source.

6. State the dates on which (a) the claim for payment was filed with the Division, (b) the Division denied the claim, (c) the request for reconsideration was filed, and (d)

the denial of the request for reconsideration. Complete copies of the claim, denial of claim, request for reconsideration, and denial of the request for reconsideration shall be attached to the petition.

7. Set forth all allegations of fact and authorities of law, including legal argument, which entitle the claimant to payment. All documents supporting the Claimant's allegations shall be attached to the petition.

8. If the Division denied the claim because of the monetary cap imposed under Policy 2(1), the petition shall describe the exceptional circumstances that justify exceeding the cap.

9. Identify the total amount of payment sought.

10. If the Claimant believes that there is a genuine dispute of fact that requires a hearing to resolve, the petition shall include a request for hearing and identify each disputed material fact.

11. If the Claimant requests a hearing, the petition shall identify the witnesses who will testify on behalf of the Claimant at hearing (including the Claimant), including the name, address, and telephone number of the witnesses and the disputed matters of fact on which they would testify if a hearing is granted.

12. A petition shall have attached to it an affidavit signed by the petitioner, or other person having authority to speak for the petitioner, stating under oath that the petitioner has read the petition and declaring under penalty of perjury that the allegations set out in the petition are true and correct to the best of the petitioner's knowledge.

B. Within thirty (30) days of receiving a petition, the Department shall assign a claim number to the petition consisting of the year, the sequential order of the claim for that year, followed by "CHCA" in parentheses. (For example, 2015-01 (CHCA) would be the claim number for the first claim received in 2015.) The Department shall perform an initial review of the petition and take one of the following actions:

(1) If the petition is untimely, the BCC delegates to the Department the authority to issue a written denial of petition to the Claimant, with a copy to the County Attorney, stating that the petition was denied as untimely. The Department's denial shall constitute the County's final decision in the matter. Upon receipt of the final decision, the County Attorney shall file it as an official public record of the County.

(2) If the petition is timely but fails to substantially comply with the submittal requirements of Section IV(A), including the Claimant's failure to submit a timely request for reconsideration to the Division, the BCC delegates to the Department the authority to issue a written denial of petition to the Claimant, with a copy to the County Attorney, stating that the petition was denied because the Claimant failed to substantially comply with these procedures. The Department shall identify the specific provisions of these procedures with which the

Claimant failed to comply. The Department's denial shall constitute the County's final decision. Upon receipt of the final decision, the County Attorney shall file it as an official public record of the County.

(3) If the petition is timely and substantially complies with these procedures, the Department shall refer the petition to a hearing examiner and issue a written notice of referral to the hearing examiner, the Claimant, and the County Attorney who shall thereafter represent the Department in the matter. The hearing examiner shall be a licensed New Mexico attorney who is not related to or otherwise affiliated with the patient or the provider. If the Claimant is not the provider, a copy shall also be served on the provider. The notice of referral shall include the matter caption and case number and include the hearing examiner's name, mailing address, date of referral, and any other contact information. The BCC delegates to the hearing examiner the authority to decide the matter in accordance with these procedures, which shall constitute the County's final decision.

C. Within thirty (30) days of receiving a notice of referral, the Department shall file a written answer with the hearing examiner and serve a copy on the Claimant. The answer shall admit or deny the allegations in the petition, describe the factual and legal bases for the Department's denial, and attach any relevant documents that pertain to the claim that were not included with the petition. If the petition includes a request for hearing, or the Department requests a hearing in its answer, the Department shall identify the witnesses who will testify on the Department's behalf and describe the subject matter of their testimony. An affidavit shall be attached to the answer stating under oath that affiant has authority to speak for the Department, has read the answer, and declares under penalty of perjury that the allegations in the answer are true and correct to the best of the affiant's knowledge.

D. If the petition includes no request for hearing, or it otherwise appears to the hearing examiner that no genuine dispute of material fact exists, the hearing examiner shall summarily decide the matter based solely on the petition, the answer, and the applicable law; provided, however, that the hearing examiner may request briefing and oral argument prior to making his or her decision. The hearing examiner shall issue a decision to the parties in compliance with Section IV(L) below within sixty (60) days of receiving the Department's answer or the parties' arguments, whichever is later.

E. If the petition includes a request for hearing and it appears to the hearing examiner that a genuine dispute of material fact exists, the hearing examiner shall within sixty (60) days of receiving the Department's answer issue a written notice of hearing to the parties. The notice shall be served on the parties between sixty (60) and ninety (90) prior to the hearing date and include:

- (1) a statement of the time, place and nature of the hearing;
- (2) a statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) a short and plain statement of issues of fact and law to be decided;

(4) an identification of the parties' witnesses and the subject matter of their testimony; and

(5) any other matters that the hearing examiner believes is necessary to afford the Claimant a full and fair opportunity to present its case.

F. The hearing examiner shall have full authority to conduct a fair and impartial proceeding, assure that the facts are fully elicited, maintain decorum and civility, and avoid delay. The hearing examiner shall have authority to take all measures necessary for the maintenance of order and for the efficient, fair and impartial adjudication of issues, including but not limited to:

(1) enter scheduling orders;

(2) rule upon motions and objections and issue interlocutory and final orders and decisions;

(3) allow or require oral argument and/or briefing;

(4) where the provider is not the Claimant, allow the provider to intervene in the matter;

(5) administer oaths and affirmations, examine testifying witnesses, rule on objections to testimony, and exclude witnesses from the proceedings until called to testify;

(6) admit or exclude evidence that is irrelevant, unreliable, or unduly repetitious, but shall not except for good cause shown admit any document into evidence that was not attached to the petition, the answer, or a motion to intervene by the provider;

(7) automatically admit the petition and answer, including all attachments, unless a written objection is submitted at least ten (10) days prior to hearing;

(8) require parties to attend conferences for the settlement, scheduling, simplification of issues, or expedition of proceedings;

(9) grant extensions of time and continuances for good cause shown;

(10) modify the hearing procedures set out herein as necessary to assure a full and fair opportunity for all parties to be heard; and

(11) impose reasonable sanctions, including denial of a claim, on parties who cause undue delay or who fail to attend hearings, comply with these procedures or the hearing examiner's orders, timely respond to pleadings, or otherwise fail to cooperate in the proceedings.

G. No party shall communicate with the hearing examiner regarding the merits or the scheduling of a matter except at a properly noticed scheduled hearing or through a written submittal served on all the parties in accordance with these procedures. As used in this Part IV, "submittal" means any written motion, objection, letter, or other writing submitted to the hearing examiner that requests or opposes an order, a ruling, or some other action by the hearing examiner in the matter.

H. The original of all submittals in a matter shall be filed by delivering them to the hearing examiner by mail, email, hand-delivery, or any other manner approved by the hearing examiner and shall be served on all other parties in the matter in the same manner and at the same time. Service on a party's attorney constitutes service on the party. "Parties" means the Department, the Claimant, and the provider if the Claimant is not the provider and the provider has intervened in the matter. All submittals shall be signed and include a certificate of service that certifies the date and manner of service on the parties. The hearing examiner shall keep a sequential docket of all submittals, orders and decisions.

I. The parties may file pre-hearing motions up to fifteen (15) days prior to hearing. The movant shall seek the concurrence of the other parties and indicate in the motion whether it is opposed or unopposed. Unopposed motions shall include a proposed order approved by all parties for the hearing examiner's review. Opposed motions shall state either that concurrence was sought and denied or explain why concurrence was not sought. The failure of an opposing party to file a response within ten (10) days after service of an opposed motion shall constitute a waiver of that party's opposition. No written replies shall be allowed. The hearing examiner shall rule on pre-hearing motions, with or without oral argument, at the commencement of the hearing.

J. Except as provided in an order of the hearing examiner, the rules of civil procedure applicable in district courts shall not apply to the proceedings. The rules of evidence shall apply. Discovery shall not be allowed except as ordered by the hearing examiner on motion of a party and only for good cause shown. If discovery is allowed, the hearing examiner may limit it to written interrogatories and requests for admissions or as necessary under the circumstances.

K. The Claimant shall bear the burden of proof. All hearings and conferences, except settlement conferences, shall be audio recorded. Any party desiring transcription by a court reporter shall bear the cost of such transcription and of providing a certified copy of the transcript to the hearing examiner and the other parties. Witnesses testifying at hearing shall be subject to cross-examination and re-direct. The hearing examiner may allow brief opening and closing statements and post-hearing submittals. Unless otherwise allowed by the hearing examiner, submittals other than petition and answer shall be no longer than ten (10) pages.

L. At the conclusion of the proceeding, the hearing examiner shall issue a final written decision and serve it on the parties. The decision shall include the date of the decision; an identification of the parties; a summary of the proceedings and the issues; a description of the parties' witnesses and their testimony; a summary of the evidence admitted and excluded; a description of the motions filed and the hearing examiner's ruling; findings of fact and



conclusions of law; and a final decision granting or denying the claim. Upon receipt of the final decision, the County Attorney shall file it as an official public record of the County.

M. Pursuant to NMSA 1978, Section 27-5-12.1 (2014), any hospital or ambulance service provider ("Appellant") aggrieved by a final decision of the county may appeal to the First Judicial District Court in accordance with of NMSA 1978, Section 39-3-1.1 and Rule 1-074 NMRA. The Appellant shall serve a copy of its notice of appeal on the hearing examiner and all other parties in the matter.

N. Pursuant to Rule 1-074, prior to filing a notice of appeal, the Appellant shall contact the hearing examiner to make satisfactory arrangements for preparation of and payment for the record of the proceedings. The record of proceedings shall consist of the petition, the answer, and all motions and other written submittals by the parties, all evidence admitted into the record, all evidence excluded from the record for which an offer of proof was made, the audio tapes or transcript of the proceedings, if any, and the orders and final decision of the hearing examiner. The hearing examiner shall thereafter prepare the record of the proceedings and file it with the district court pursuant to Rule 1-074(H).



