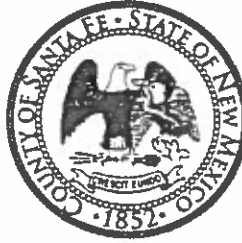


Henry P. Roybal
Commissioner, District 1

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

From: Carole Jaramillo, Finance Division Director *CJ*

Via: Katherine Miller, County Manager *KM*

Date: August 10, 2016

Re: Request Authorization of the Use of District 2 Capital Funds, Per Capital Outlay Policy, Allocating \$149,000 for Capital Improvements; \$100,000 for the planning, design and construction of the 3 Trails Fresco at the Future Santa Fe County Administrative Building, pursuant to Santa Fe County Resolution 2015-39; \$19,000 to the Teen Court Youth Mural Program for a mural to be positioned on the Santa Fe County Human Resources Building; and \$30,000 for Road Improvements in the La Tierra Area. (Finance Division/Carole Jaramillo)

BACKGROUND

In July, 2012 the Board of County Commissioners reviewed and approved the Capital Improvement Plan, in which each commission district was allocated \$200,000 per year in each of FY 2013 and FY 2014 for a total of \$400,000. These allocations were made for capital projects within each district.

ISSUE

In FY 2014, staff began directly budgeting funds into a unique cost center for each commission district. The Finance Division will maintain a separate spreadsheet that details each capital project by commission district until such time as each district's allocation has been exhausted. Commission District 2 currently has \$149,000.00 remaining in its allocation. This request is to allocate that amount to several different projects in District 2. The funds will be allocated as follows:

- \$100,000- Planning, design and construction of the 3-Tracks Fresco in the new Santa Fe County Administration building following its construction, pursuant to Resolution 2015-39
- \$19,000- Teen Court Youth Mural Program for a mural to be positioned on the Human Resources Building

- \$30,000- Road Improvements in the La Tierra Subdivision.

Allocation of funds to these three projects will exhaust the District 2 capital funds.

With regard to the road improvements in the La Tierra Subdivision, the total road improvement project is estimated to cost approximately \$200,000. The La Tierra Homeowner's Association has volunteered to fund a portion of the project in the amount of \$75,000. Santa Fe County has also received an appropriation from the New Mexico State Legislature for this project in the amount of \$95,000.

SUMMARY

The Finance Division is requesting authorization to allocate a total of \$149,000 of District 2 capital funds, per the capital outlay policy; to three projects County Administration Building (\$100,000), Human Resources Mural (\$19,000) and La Tierra Subdivision Road Improvements (\$30,000) for the above listed purposes.

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: August 31, 2016

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Michael K. Kelley, Public Works Department Director

ITEM AND ISSUE: BCC Meeting September 13, 2016

Approval of Amendment No. 3 to the Lease Agreement No. 2010-0066-CSD/VO Between Santa Fe County and Esperanza Shelter for Battered Families, Inc. for the Lease of Office Space at 3130 Rufina Street in Santa Fe, NM; Authorizing the Submittal of Amendment No. 3 to the State Board of Finance for Approval (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of Amendment No. 3 to the Lease Agreement No. 2010-0066-CSD/VO between Santa Fe County and Esperanza Shelter for Battered Families, Inc. ("Esperanza Shelter") for the lease of a building and property at 3130 Rufina Street in Santa Fe, NM. If approved, the Public Works Department is requesting authorization to submit Amendment No. 3 to the State Board of Finance for approval.

BACKGROUND:

In 2010 the County and Esperanza Shelter entered into an agreement, Lease No. 2010-0066-CSD/VO, ("Lease") for the lease of a building and property located at 3130 Rufina Street in Santa Fe, NM. The Lease was twice amended in 2010 to provide for clarification of the County's duty to maintain the premises, provide for a rent on the basis of cost per square foot, and to include a provision regarding an annual rental adjustment every five years. According to Article 3.A. Annual Rent of the Lease, Esperanza Shelter is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value.

As a result of the Market Rent Estimate completed December 11, 2015, the Lease is being amended to provide for an adjustment of the annual rent. The annual rent adjustment is a decrease in the amount of \$5.30 per square foot of building space.

ACTION REQUESTED:

Approval of Amendment No. 3 to Lease Agreement No. 2010-0066-CSD/VO and authorization for the Public Works Department to submit it to the State Board of Finance for approval.

**AMENDMENT NO. 3
TO LEASE BETWEEN SANTA FE COUNTY AND
ESPERANZA SHELTER FOR BATTERED WOMEN**

This amendment is made and entered into this ____ day of _____, 2016, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **Esperanza Shelter for Battered Families, Inc.** ("Esperanza Shelter"), a New Mexico nonprofit corporation.

WHEREAS, in 2010 the County and Esperanza Shelter entered into a sublease or Lease No. 2010-0066-CSD/VO (the Lease) for the lease of a premises and a building at 3130 Rufina Street in Santa Fe, NM; and

WHEREAS, the Lease was twice amended in 2010 to provide for clarification of the County's duty to maintain the premises, provide for a rent on the basis of cost per square foot, and to include a provision regarding an annual rental adjustment every five years; and

WHEREAS, according to Article 3.A. Annual Rent of the Lease, Esperanza Shelter is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value; and

WHEREAS, the County has completed a Market Rent Estimate dated December 11, 2015, for the building occupied by the Esperanza Shelter and the Lease needs to be amended to provide for adjustment of the annual rent based on the Market Rent Estimate.

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

1. Article 3.A. Annual Rent of the Lease is amended by inserting a subpart "(a)" to read:

(a) By Amendment No. 3 to this Lease and based on a Market Rent Estimate dated December 11, 2015, commencing March 16, 2016, Esperanza will pay the County an annual rent of \$117,009.20 based on \$15.40 per square foot for 7,598 square feet of usable building area and parking area.

2. Exhibit B to the Lease, the first sentence in Paragraph 2 is deleted in its entirety and replace with:

Beginning March 16, 2016, Esperanza shall provide the Santa Fe County Community Services Department with a written report that contains the information in (i) through (iii) below and other information or data as requested by the County. The quarterly reports will be submitted no later than April 30, July 31, October 31, and January 31, of each year during the term of this Lease.

3. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

4. This Amendment is not effective until approved by the New Mexico State Board of Finance.

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY

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

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

3-2-16
Date

Finance Department:

Carole H. Jaramillo
Finance Director

Date

ESPERANZA SHELTER FOR BATTERED FAMILIES, INC.

(signature and title) Exec. Director

Date

**APPROVED:
NEW MEXICO STATE BOARD OF FINANCE**

(signature and title)

Date

AMENDMENT NO. 2 to the
SANTA FE COUNTY
AND
ESPERANZA SHELTER FOR BATTERED FAMILIES, INC.
BUILDING LEASE

Whereas, the County of Santa Fe (hereinafter "**County**"), a political subdivision of the State of New Mexico, and Esperanza Shelter for Battered Families, Inc. (hereinafter "**Esperanza**"), a New Mexico nonprofit corporation, have previously executed a Building Lease (hereinafter "**Lease**" or "**Agreement**") and a first amendment thereto; and

WHEREAS Paragraph 3A of the Lease (Rent and Maintenance Charges) required that Esperanza pay the County an annual rent of \$184,044.00 for the Premises, which included 8,764 square feet of usable building area and parking areas; and

WHEREAS, the building design allows for multiple options, including different sizes in square footage (which would not be determined until the construction has been awarded); and

WHEREAS, in order to secure the necessary approval of the NM State Board of Finance, it has been determined that the Lease needs to be amended to provide for a cost "per square foot" rather than a stated total compensation of the annual rent therein; and

WHEREAS, the Parties have agreed that the fair market value for rent will be based on a per square foot rate of \$20.70 per square foot, regardless of the size.

NOW THEREFORE, it is agreed that

1. Paragraph 3 A of the Lease is hereby amended as:

A. **Annual Rent.** Esperanza will pay the County an annual rent, based on the final square footage of the building, at a rate of \$20.70 per square foot. The calculated rent, based on the erected building, will include usable building area and parking areas, payable as set forth in Exhibit B attached hereto and incorporated herein. A market appraisal of the rental value of the Premises shall be conducted every five (5) years during the term of the Lease and the rent shall be adjusted every five (5) years thereafter to reflect the then current rental value.

2. All other terms and conditions of the Lease, including Amendment No. 1 thereto, remain in full force and effect.


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COUNTY/LESSOR:
SANTA FE COUNTY, NEW MEXICO

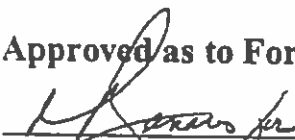

ROMAN ABEYTA
COUNTY MANAGER

Date: 3/15/10

CENTER/LESSEE:
ESPERANZA SHELTER FOR
BATTERED FAMILIES, INC.


SHERRY TAYLOR
EXECUTIVE


Approved as to Form:


Stephen C. Ross
County Attorney

Approved :



Teresa Martinez
Finance Director

Attest:


Valerie Espinoza
County Clerk

Date: _____

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE


Date: 3/16/10

AMENDMENT NO. 1 to the
SANTA FE COUNTY
AND
ESPERANZA SHELTER FOR BATTERED FAMILIES, INC.
BUILDING LEASE

The parties to this agreement (hereinafter "Lease" or "Agreement") between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, and Esperanza Shelter for Battered Families, Inc. (hereinafter "Shelter"), a New Mexico nonprofit corporation, agree as follows:

WHEREAS Paragraph 8 of the Lease (Repair and Maintenance) requires that the County assume the financial obligation for certain enumerated repairs and maintenance; and

WHEREAS, all financial obligations of the County are subject to there being sufficient appropriations available and authorized;

NOW THEREFORE, it is agreed that

1. Paragraph 8 of the Lease is hereby amended by the addition of the following language at the beginning of the first sentence of the paragraph:

" Subject to their being sufficient appropriations available and authorized, . . . "

2. All other terms and conditions of the Lease remain in full force and effect.


[this space left blank intentionally]

COUNTY/LESSOR:
SANTA FE COUNTY, NEW MEXICO

CENTER/LESSEE:
ESPERANZA SHELTER FOR
BATTERED FAMILIES, INC.



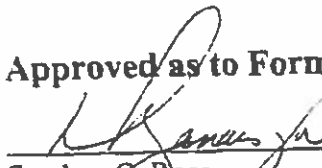
ROMAN ABEYTA
COUNTY MANAGER



SHERRY TAYLOR
EXECUTIVE


Date: _____

Approved as to Form:



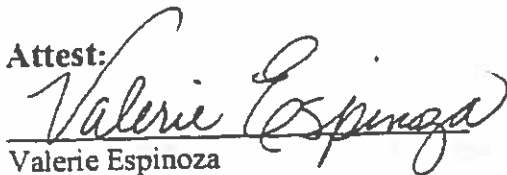
Stephen C. Ross
County Attorney

Approved :



Teresa Martinez
Finance Director

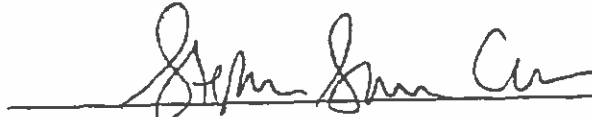
Attest:



Valerie Espinoza
County Clerk

Date: _____

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE



Date: 3/16/10

36

**LEASE BY AND BETWEEN SANTA FE COUNTY
AND
ESPERANZA SHELTER FOR BATTERED FAMILIES, INC.**

The parties to this agreement (hereinafter "Lease") between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, as Lessor, and Esperanza Shelter for Battered Families, Inc., ("Esperanza"), a New Mexico nonprofit corporation as Lessee, agree as follows:

1. Recitals.

- A. The County is the Lessee under a separate Land Lease Agreement with the City of Santa Fe of certain real property located in the City of Santa Fe, County of Santa Fe, State of New Mexico, shown in Exhibit A attached hereto (Lot 7 - 3130 Rufina St. (Kiva Center - Phase 2 and Second Replat of Lot 1, Block 3, Phase I) recorded in August 1979 at Book 71, Page 020) consisting of .76 acres and located at 3130 Rufina Street, Santa Fe, New Mexico (the "Property").
- B. The County is permitted, under said Land Lease Agreement, to sublease the Property to Esperanza.
- C. The County intends to construct a building (hereinafter "Improvements") on the Property and by this Lease, Esperanza will lease the Property and the Improvements thereon (hereinafter "Premises").
- D. The County desires to lease the Premises to Esperanza and Esperanza, having demonstrated a history of service to sick and indigent persons in Santa Fe County, desires to lease the Premises from the County in order to provide services to sick

and indigent persons in Santa Fe County, which services could legally be expected to be provided by a governmental entity.

2. **Term.** The term of this Lease shall be for twenty-three (23) years commencing on the date of Board of Finance approval and terminating on March 28, 2032, subject to earlier termination as provided herein.
3. **Rent and Maintenance Charges.** The rent and maintenance charges for the Premises shall be provided by Esperanza as follows:
 - A. **Annual Rent.** Esperanza will pay the County an annual rent of \$184,044.00 for the Premises which includes 8,764 square feet of usable building area and parking areas, payable as set forth in Exhibit B attached hereto and incorporated herein. A market appraisal of the rental value of the Premises shall be conducted by the County every five (5) years during the term of this Lease and the rent shall be adjusted every five (5) years thereafter to reflect the then current rental value.
 - B. **Building and Maintenance Charges.** Esperanza shall pay to the County, in addition to rent, the sum of Five Hundred Dollars (\$500.00) each month, due by the tenth (10th) day of each month for maintenance of the building and the Property pursuant to the County's maintenance obligations as provided in Paragraph 8 herein. Such charges must be paid in cash each month and may not be offset as provided for in Exhibit B. The maintenance charges shall increase by One Hundred Dollars (\$100.00) per month every five (5) years during the Lease term.

4. **Use of Premises.** Esperanza may use the Premises for the limited use of administrative functions, non-residential counseling and psycho-educational group therapy that includes services to sick and indigent persons in Santa Fe County. The County is not a participant, nor in any way involved, in the operation of Esperanza or the services provided by Esperanza. Esperanza shall not create a nuisance on the Premises. Esperanza shall use the Premises at all times in compliance with all applicable federal, state and local laws and regulations and only after all necessary permits or licenses have been obtained.
5. **Utilities.** Esperanza agrees to pay all utilities when due, in ready and available funds, including but not limited to water, sewer, refuse, electricity, gas, telephone and security monitoring, whether or not such payments are made directly to the respective utility companies or to the County. In addition, Esperanza shall pay for all of its janitorial services and needs.
6. **Insurance.** Esperanza shall procure and maintain in force a policy of general commercial liability insurance during the term of this Lease.
 - A. All insurance documents must include a provision for 30 day written notification to the Director of the Santa Fe County Community Services Department, with copies to the County Attorney, Santa Fe County at the County of Santa Fe, P. O. Box 276, Santa Fe, NM 87504-0276, if any required policy has been materially changed or cancelled.
 - B. The County shall be added as an additional insured (Form B – CG20101185 or CG2010398) and will be written on an occurrence form, and shall provide limits as follows:

1. Commercial General Liability \$1,050,000 combined single limit per occurrence
 2. Damage to Rented Premises \$100,000
- C. Esperanza shall furnish one copy of the Certificates of Insurance herein required which shall specifically set forth evidence of all coverage required under this Lease. Esperanza shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.
- D. If, during the term of this Lease, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, the County may require Esperanza to increase the limits of such insurance by notice to Esperanza. Evidence of a policy increasing the limits and complying with all requirements of this paragraph 6 shall be provided to the County within thirty (30) days of such notification.
7. **Indemnification.** Esperanza agrees to promptly defend, indemnify and hold harmless the County, its officers, employees, agents and elected officials against liability claims (including, without limitation, professional negligence claims), attorney's fees, damages, losses or expenses arising out of bodily injury to person, including death, or damage to property caused by, or resulting from, Esperanza's and/or its directors', agents' or employees' act(s) or omission(s) arising out of, or relating to, the obligations and conditions of this Lease or out of Esperanza's use, activities on or occupation of the Premises, or for any services provided or a failure to perform services by Esperanza. Esperanza shall not be required to indemnify the County for any negligent or intentional acts or omissions of the County or any of its officials, employees and or agents.

8. **Repair and Maintenance.**

- A. The County will maintain the outside structure, roof, mechanical and electrical systems, HVAC systems, foundation, building exterior and plumbing of the Improvements, subject to the County having sufficient appropriations for the same which decision may be made in the County's sole discretion. Should the County be unable to provide the described maintenance, Esperanza shall provide the necessary maintenance at its own cost and expense.
- B. Except to the extent of the County is obligated to do so pursuant to the preceding paragraph, Esperanza shall, at its sole cost and expense, maintain the interior of the building and provide day-to-day maintenance.
- C. Esperanza shall, at its sole cost and expense, repair or replace any damage caused by Esperanza, its employees or invitees to the Improvements (even if the damage is to a part of the Improvements which the County is otherwise required to maintain) promptly upon approval for such repairs from the County. All such repairs and replacements shall be at least equal in quality of materials and workmanship to the original work. Approval for repairs and replacements shall be obtained from the Director of Operations for the Projects and Facilities Management Department for the County.

9. **Alterations and Improvements.** Esperanza shall not make any alterations, improvements, additions or changes to the Premises without the prior written consent of the County, which shall be contained in a separate written agreement regarding any such improvements.

10. **Mechanic's Liens.** Esperanza agrees that at least five (5) business days before any construction work is done by Esperanza or on Esperanza's behalf by any person, firm or corporation or by any contractor, that Esperanza will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility for any work, labor or materials used or expended or to be used or expended on the Premises. Esperanza further agrees to remove any mechanic's liens placed on the Premises, as a result of work it has procured, within five (5) business days of notice of the lien and will indemnify the County or the landowner for the same. Any improvements made by Esperanza in the nature of fixtures shall become the property of the County at the termination of the Lease.
11. **Taxes.** Esperanza shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to Esperanza and located upon the Premises, and all leasehold and possessory interest taxes with respect to the Premises, levied or assessed by any proper taxing authority.
12. **Signs and Personal Property.** Esperanza may place signs on the Premises only with advance approval of the County, provided however that all such signs shall conform to applicable law. All personal property, *e.g.* signs and improvements of Esperanza, its employees, agents, customers and invitees, kept on the Premises shall be in furtherance of the use of the Premises as permitted under this Lease, and at the sole risk of Esperanza, and the County shall not be liable for any damage thereto.
13. **Non-Discrimination.** Esperanza, with respect to employment of staff and to those persons using the Premises and/or receiving services from Esperanza, shall not

discriminate unlawfully with respect to race, sex, national origin, age, religion, sexual orientation or any other class protected against discrimination by applicable local, state or federal laws.

14. **Hazardous Materials.**

- A. Esperanza will neither cause, nor permit, any Hazardous Material (defined below) to be brought upon, kept or used in or about the Premises or Property.
- B. In the event of Esperanza's breach of the provisions of this section, Esperanza accepts and affirms full liability and responsibility for all costs and expenses related thereto, and indemnifies the County from and against any liability or damages related to
 - 1. any investigation of the Premises or Property for the presence of Hazardous Materials alleged to have been brought, used or disposed of on the Premises or Property by Esperanza; and
 - 2. the Hazardous Material clean-up, removal or restoration of the Premises or Property required by a federal, state or local governmental agency.
- C. Esperanza's responsibilities and indemnity under this Lease will survive the expiration or termination of this Lease.
- D. As used herein, the term "Hazardous Material" means a substance the release of which on the Premises or Property would necessitate an environmental response action under any federal, state, county or municipal law, whether now in effect or enacted in the future, and includes without limitation asbestos in any form, formaldehyde, transformers or other equipment which contain fluid containing

polychlorinated biphenyls, any petroleum product in non-regulated bulk storage containers, radon, or any other chemical, material or substance which is defined or classified as hazardous or toxic or the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority having jurisdiction.

15. **Assignment, Subletting and Mortgage.**

- A. Esperanza shall not assign this Lease or sublet the whole or any part of the Premises.
- B. Esperanza shall not transfer or convey, either voluntarily or involuntarily, this Lease, or any interest in this Lease and this Lease may not be hypothecated or mortgaged by Esperanza, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be void, and shall be of no force or effect, and shall confer no rights upon any assignee, sub-lessee or mortgage pledgee.
- C. In the event that Esperanza shall become incompetent, bankrupt or insolvent, or should a trustee or receiver be appointed to administer Esperanza's business or affairs, neither this Lease nor any interest in this Lease shall become an asset of Esperanza's bankruptcy or other estate, or of guardian, trustee, or receiver, and in the event of the establishment of such estate or the appointment of any such guardian, trustee, or receiver, this Lease shall immediately terminate and end.

16. **County's Access to Property.** The County will have free access to the Premises (which includes the Improvements) at all reasonable times for the purpose of examining the

Premises, to determine if Esperanza is performing under this Lease and to post such reasonable notices as the County may desire to protect the rights of the County. The County's access will be consistent with Esperanza's privacy obligations to its clients and Esperanza's operations.

17. **Breach.**

- A. In the event of a breach by either party, the non-breaching party shall notify the breaching party, in writing, of the breach. If the breach is not cured within thirty (30) days, or an extension granted thereto, this lease shall be terminated by the non-breaching party.
- B. In the event of a default and termination, the County shall have the following remedies:
 - 1. The County may declare this Lease terminated and enter upon the Premises or any part thereof, remove all persons therefrom, either with or without process of law, and repossess said Premises and remove all improvements.
 - 2. In such event, the County shall retain for any rent, damages or other sums that may be due hereunder any property belonging to Esperanza and located on the Premises, and all Center's right herein and to the Premises shall be forfeited.
 - 3. The County may re-enter the Premises and may rent same upon such terms as are suitable to the County, all without releasing Esperanza from liability

hereunder, including the applicability of the Land Lease Agreement mentioned heretofore.

4. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the Premises in a rentable condition and next to the payment of the rent or any sum due the county hereunder. Esperanza shall remain liable for any deficiency.

18. **Termination.** This Lease may be terminated upon written agreement by both parties to this Lease. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to date of termination.
19. **Surrender Upon Expiration or Termination.** At the expiration of this Lease or upon termination, Esperanza shall surrender the Premises, including all existing and any subsequently approved improvements, to the County in as good a condition as it was in at the beginning of the term, reasonable use and wear excepted.
20. **Notices.** All notices and other communications given as provided in this Lease will be in writing, and, unless otherwise specifically provided in this Lease, will be deemed to have been given if delivered in person, or sent by a nationally recognized overnight courier service, or mailed by certified or registered mail, postage prepaid, and addressed to the County or Esperanza at the following addresses, unless either the County or Esperanza changes the address of the County or Esperanza by giving written notice of the change to the other. The addresses for notice are:

Notice to the County:

Santa Fe County Attorney Office
102 Grant Avenue
P. O. Box 276

Santa Fe, NM 87504-0276
Telephone: 505-986-6279
Facsimile: 505-986-6362

Notice to Esperanza:

Esperanza Shelter for Battered Families, Inc.
P. O. Box 5701
Santa Fe, NM 87502
Telephone: 505-474-5336
Facsimile: 505-474-5826

21. **Waiver.** No waiver of any default as provided in this Lease or delay or omission in exercising any right or power of the County or Esperanza will be considered a waiver of any other default as provided in this Lease. The exercise of or failure to exercise any one of the rights and remedies of the County or Esperanza as provided in this Lease will not be deemed to be instead of, or a waiver of, any other right or remedy as provided in this Lease.
22. **Entire Agreement.** This Lease constitutes the entire agreement of the County and Esperanza relating to the subject matter hereof and supersedes all previous agreements, written or oral, between the County and Esperanza on such subject.
23. **Partial Invalidity.** If any term of this Lease, or the application of the term to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application and each term of the Lease will be valid and be enforced to the fullest extent permitted by law.
24. **Sublease Mortgages.** Esperanza may not grant a collateral assignment, deed of trust, mortgage or other security interest in its interest in this Lease or as to any improvements to any person or entity.

25. **Fixtures.** Except as otherwise provided herein, Esperanza shall have the right to install such fixtures and equipment as may be necessary for the conduct of its business. Upon termination of this Lease, all fixtures shall remain affixed to the Premises and shall become the property of the County, except for Esperanza's equipment purchased by it that can be removed without damage to the Premises.

26. **Damage or Destruction of Premises.**

- A. If, at any time during the term hereof, any of the Improvements are damaged or destroyed by fire, the elements or other causes, said Improvements may be repaired and rebuilt and restored by the County to a condition as good as it was immediately prior to such damage or destruction, using any insurance funds toward such expense and in accordance with all laws, regulations and ordinances of all governmental authorities having jurisdiction.
- B. The County may authorize or direct construction of an alternate structure, or may elect to retain insurance proceeds or other funds if it deems reconstruction or construction of a substitute to be impractical or unreasonable.
- C. In the event reconstruction or construction of a substitute is deemed impractical or unreasonable by the County, this Lease Agreement shall terminate with no further obligation on the part of the County.
- D. All warranty items and major structural problems arising from either construction, design or natural causes shall be repaired by the County within 30 days or repairs started within 30 days if it cannot be completed within 30 days of notification by the County that such condition exists. The types of such problems

shall include roof leaks, leaks or damage to exterior stucco walls, HVAC failures, major plumbing problems and other problems which are not routine maintenance.

27. **Sovereign Immunity.** No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or their public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-41-1, et seq.
28. **Miscellaneous.** This Lease is governed by and will be construed according to the laws of the State of New Mexico and binds the successors, transferees and assigns of the parties. This Lease between the County and Esperanza may be amended only in writing signed by both parties.
29. **State Approval.** This Lease shall not be binding or effective until approved by the New Mexico State Board of Finance.
30. **Compliance with Laws.** Esperanza agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Premises and the use thereof.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY, NEW MEXICO

ESPERANZA SHELTER FOR
BATTERED FAMILIES, INC.

[Signature]
MIKE ANAYA, CHAIR
Board of County Commissioners

By: [Signature]
SHERRY TAYLOR
Executive Director

Date: 10-27-09

Date: 10-28-09

Approved as to Form:

[Signature]
Stephen C. Ross
County Attorney

Date: 10-16-09

Attest:

[Signature]
Valerie Espinoza
County Clerk

Date: 10/27/09

APPROVED: As Amended
NEW MEXICO STATE BOARD OF FINANCE

[Signature]

Date: 3/16/10



EXHIBIT A
(Property Map, Lot 7, 3130 Rufina St., Santa Fe, NM)

See attached City Map, labeled Exhibit A.

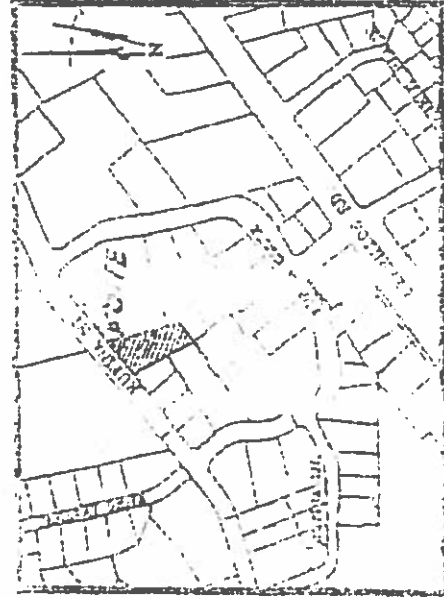
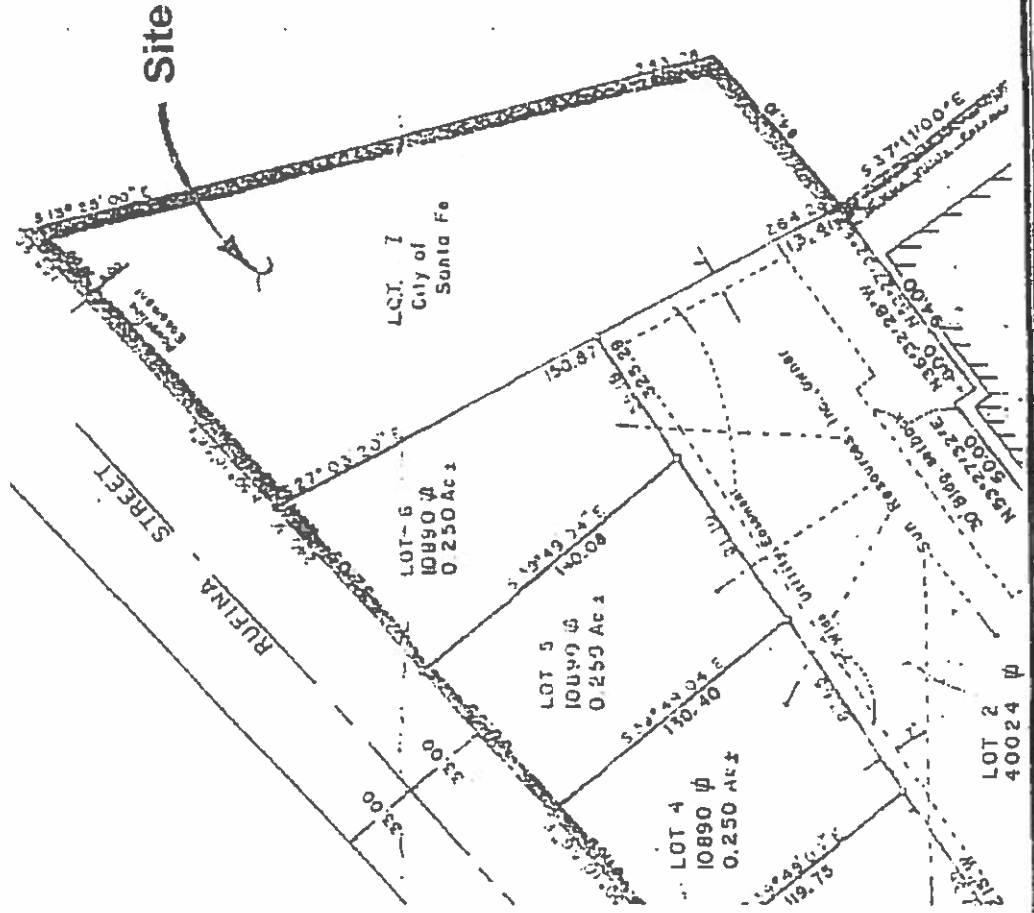


City of Santa Fe

Exhibit "A"

Lot 7 - 3130 Rufina St. (Kiva Center - Phase 2 and Second Replat of Lot 1, Block 3, Phase 1)

Book 71 Page 020
Reception No. 485,112
Dated: August 1979



Vicinity Map (Not to Scale)

EXHIBIT B

1. The annual rent and monthly building and maintenance charges set forth in Paragraph 3 shall be paid as follows:
 - A. The monthly building and maintenance charge must be paid, to the County, by Esperanza, in ready and available funds, by the tenth (10th) of each month.
 - B. The annual rent, after payment in cash of the building and maintenance charges, in any year, shall be paid with cash or the equivalent in the form of services Esperanza provides to sick and indigent residents of Santa Fe County which includes target populations of adult, child and teenage survivors of domestic violence as defined by the New Mexico Children, Youth and Families Department (CYFD) Domestic Violence Service Definition Manual (SDM) served at Esperanza's domestic violence emergency shelter that are not otherwise paid for with County money as set forth in paragraph 2, below.
2. Each quarter (beginning on June 30, 2010), Esperanza shall provide the County with a report that contains each of the following:
 - (i) a written description and valuation of the shortfall to Esperanza for the difference between the fair market value of the services provided to the sick and indigent residents of Santa Fe County including the target populations after the application of CYFD payments, and/or uncompensated services provided to sick and indigent Santa Fe County residents due to insufficient CYFD funding ("Monetary Shortfall");

(ii) a listing of the most current CYFD reimbursement rates; and

(iii) any and all documentation required by the County in order that the

County may verify such Monetary Shortfall.

The fair market value of the services provided shall be at least equal to the average of insurance reimbursement rates for residential treatment, counseling and other ancillary services for providers through Access To Recovery, The Santa Fe Recovery Center, and the Santa Fe County Sobering Center.

3. The County will review the Monetary Shortfall analysis and, if approved by the County, the County will accept the Monetary Shortfall in services provided by Esperanza as rental payment so long as:

- A. The payment meets the Monetary Shortfall requirements as set forth above;
- B. Esperanza is not paid for the services by the County; and
- C. The services are provided to sick and indigent residents of the County. For purposes of this agreement, "sick" includes behavioral, physical or mental conditions which adversely affect the functioning of an individual including the target populations of adult, child and teenage survivors of domestic violence as defined by the New Mexico Children, Youth and Families Department (CYFD) Domestic Violence Service Definition Manual (SDM) served at Esperanza's domestic violence emergency shelter, and "indigent" means a person who qualifies as an "indigent patient" as described in the "Indigent Hospital and County Health Care Act" ("the Act"), and who is qualified by application of residency and income criteria to receive assistance pursuant to the Act according

to policies of the Santa Fe County Indigent Hospital and County Health Care Board. Esperanza shall certify to the County that the residents served are indigent pursuant to the applicable criteria.

4. In the event the services provided in any one year are greater than the annual rent due for the preceding year, the excess shall be carried forward and applied against the next year's annual rent.
5. In the event the services are less than the annual rent due for the preceding year, then Esperanza shall promptly pay the balance owing to the County in cash within thirty (30) days.
6. Esperanza may, at its option, pay all or part of the annual rent in cash in lieu of providing services.
7. The quarterly letter and statement of any shortfall in services to be provided by Esperanza shall be submitted to:
Director of Human Services Department
Santa Fe County
102 Grant Avenue
P. O. Box. 276
Santa Fe, NM 87504
8. Should the County reject any or all of the report of services provided, Esperanza shall, within thirty (30) calendar days of notice from the County, pay all or a proportional amount of the rent due for the preceding year, in ready and available funds.
9. Nothing in this Exhibit B shall require Esperanza to disclose information that would violate the privacy rights of clients pursuant to HIPAA or other applicable state or federal laws including, but not limited to, the provisions of the Violence Against Women Act (VAWA).

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: *August 31, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Department Director*

ITEM AND ISSUE: *BCC Meeting September 13, 2016*

Approval of Amendment No. 2 to the Lease Agreement No. 2010-0165-CSD/VO between Santa Fe County and Santa Fe Recovery Cent, Inc. for the Lease of Office Space and Property at 4100 Lucia Lane in Santa Fe, NM; Authorizing the Submittal of Amendment No. 2 to the State Board of Finance for Approval (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of Amendment No. 2 to the Lease Agreement No. 2010-0165-CSD/VO between Santa Fe County and Santa Fe Recovery Center, Inc. ("Center") for the lease of office space and property located at 4100 Lucia Lane in Santa Fe, NM. If approved, the Public Works Department is requesting authorization to submit Amendment No. 2 to the State Board of Finance for approval.

BACKGROUND:

In 2009 the County and Center entered into an agreement, Lease No. 2010-0165-CSD/VO, ("Lease") for the lease of office space and property located at 4100 Lucia Lane, in Santa Fe, NM. The Lease was amended in 2009 to clarify the Repair and Maintenance provision of the Lease and quarterly reporting requirements contained in Exhibit B. According to Article 3.A. of the Lease, a market appraisal of the rental value of the property shall be conducted by the County every five (5) years of the term of the Lease and the rent adjusted accordingly.

As a result of the Market Rent Estimate completed December 11, 2015, the Lease is being amended to provide for adjustment of the annual rent. The annual rent adjustment is an increase in the amount of \$2,256.

ACTION REQUESTED:

Approval of Amendment No. 2 to Lease Agreement No. 2010-0165-CSD/VO and authorization for the Public Works Department to submit it to the State Board of Finance for approval.

**AMENDMENT NO. 2
TO BUILDING LEASE BETWEEN SANTA FE COUNTY
AND SANTA FE RECOVERY CENTER, INC.**

This amendment is made and entered into this ____ day of _____, 2016, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and **Santa Fe Recovery Center, Inc.**, ("Center"), a New Mexico nonprofit corporation.

WHEREAS, in 2009 the County and the Center entered into a lease agreement ("Lease") for the lease of a premises and a building at 4100 Lucia Lane in Santa Fe, NM; and

WHEREAS, the Lease was amended in 2009 to clarify the Repair and Maintenance provision of the Lease and quarterly reporting requirements contained in Exhibit B; and

WHEREAS, according to Article 3.A. Annual Rent of the Lease, the Center is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value; and

WHEREAS, the County has completed a Market Rent Estimate dated December 11, 2015, for the building occupied by the the Center and the Lease needs to be amended to provide for adjustment of the annual rent based on the Market Rent Estimate.

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

1. Article 3.A. Annual Rent of the Lease is amended by inserting a subpart "(a)" to read:

(a) By Amendment No. 2 to this Lease and based on a Market Rent Estimate dated December 11, 2015, commencing March 16, 2016, the Center will pay the County an annual rent of \$29,328.00 based on \$13.00 per square foot for 2,256 square feet of usable building area and parking area.
2. Exhibit B to the Lease, the first sentence in Paragraph 2 is deleted in its entirety and replace with:

Beginning March 16, 2016, The Center shall provide the Santa Fe County Community Services Department with a written report that contains the information in (a) through (c) below and other information or data as requested by the County. The quarterly reports will be submitted no later than April 30, July 31, October 31, and January 31, of each year during the term of this Lease.
3. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

4. This Amendment is not effective until approved by the New Mexico State Board of Finance.

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY

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

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

6-3-16
Date

Finance Department:

Carole H. Jaramila
Finance Director

6/3/16
Date

THE CENTER

(signature and title)

6/3/16
Date

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE

Date

**AMENDMENT NO. 2
TO BUILDING LEASE BETWEEN SANTA FE COUNTY
AND SANTA FE RECOVERY CENTER, INC.**

This amendment is made and entered into this ____ day of _____, 2016, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and **Santa Fe Recovery Center, Inc.**, ("Center"), a New Mexico nonprofit corporation.

WHEREAS, in 2009 the County and the Center entered into a lease agreement ("Lease") for the lease of a premises and a building at 4100 Lucia Lane in Santa Fe, NM; and

WHEREAS, the Lease was amended in 2009 to clarify the Repair and Maintenance provision of the Lease and quarterly reporting requirements contained in Exhibit B; and

WHEREAS, according to Article 3.A. Annual Rent of the Lease, the Center is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value; and

WHEREAS, the County has completed a Market Rent Estimate dated December 11, 2015, for the building occupied by the the Center and the Lease needs to be amended to provide for adjustment of the annual rent based on the Market Rent Estimate.

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

1. Article 3.A. Annual Rent of the Lease is amended by inserting a subpart "(a)" to read:

(a) By Amendment No. 2 to this Lease and based on a Market Rent Estimate dated December 11, 2015, commencing March 16, 2016, the Center will pay the County an annual rent of \$29,328.00 based on \$13.00 per square foot for 2,256 square feet of usable building area and parking area.

2. Exhibit B to the Lease, the first sentence in Paragraph 2 is deleted in its entirety and replace with:

Beginning March 16, 2016, The Center shall provide the Santa Fe County Community Services Department with a written report that contains the information in (a) through (c) below and other information or data as requested by the County. The quarterly reports will be submitted no later than April 30, July 31, October 31, and January 31, of each year during the term of this Lease.

3. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

4. This Amendment is not effective until approved by the New Mexico State Board of Finance.

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY

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

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

6-3-16
Date

Finance Department:

Carole H. Jaramillo
Finance Director

6/6/16
Date

THE CENTER

Sylvia Banta, CEO
(signature and title)

6/30/16
Date

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE

Date

AMENDMENT NO. 1 to the
SANTA FE COUNTY
AND
SANTA FE RECOVERY CENTER, INC.
BUILDING LEASE

The parties to this agreement (hereinafter "Lease" or "Agreement") between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, and Santa Fe Recovery Center, Inc. (hereinafter "Center"), a New Mexico nonprofit corporation, agree as follows:

WHEREAS Paragraph 8 of the Lease (Repair and Maintenance) requires that the County assume the financial obligation for the enumerated repairs and maintenance; and

WHEREAS, all financial obligations of the County are subject to there being sufficient appropriations available and authorized; and

WHEREAS, Exhibit B of the Lease only required an annual report, by the Center to the County, the State Board of Finance requires that quarterly reports be submitted;

NOW THEREFORE, it is agreed that

1. Paragraph 8 of the Lease is hereby amended by the addition of the following language at the beginning of the first sentence of the paragraph:

" Subject to their being sufficient appropriations available and authorized,"

2. Paragraph 2 of Exhibit B of the Lease is hereby amended to require quarterly reports to the County.

3. All other terms and conditions of the Lease remain in full force and effect.


COUNTY/LESSOR:
SANTA FE COUNTY, NEW MEXICO



ROMAN ABEYTA
COUNTY MANAGER

Date: 11/19/09

CENTER/LESSEE:
SANTA FE RECOVERY CENTER, INC.



Treasurer / Board of Directors
Title

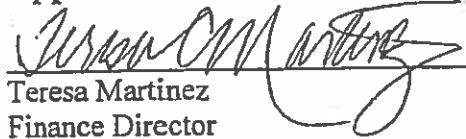
Approved as to Form:



Stephen C. Ross
County Attorney


Date: 11-19-09

Approved :



Teresa Martinez
Finance Director

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE



Date: 2/20/10

SANTA FE COUNTY
AND
SANTA FE RECOVERY CENTER, INC.
BUILDING LEASE

The parties to this agreement (hereinafter "Lease" or "Agreement") between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, and Santa Fe Recovery Center, Inc. (hereinafter "Center"), a New Mexico nonprofit corporation, agree as follows:

1. Recitals.

- A. The County is the Lessee under a Land Lease Agreement with Center with an effective date of _____, 2009 and a term of twenty-five (25) years .
- B. The Land Lease Agreement permits the County to place a modular structure on the property subject to the terms of the Land Lease Agreement.
- C. The modular structure will be used for addiction recovery services by the Center and shall include the necessary improvements and infrastructure necessary to accomplish said purpose.
- D. The County desires to lease the modular structure and the improvements (hereinafter the "Premises") to Center and Center, having demonstrated a history of service to sick and indigent persons in Santa Fe County, desires to lease from the County, the Premises as described in Exhibit A hereto in order to provide for addiction recovery services which services could legally be expected to be provided by a governmental entity.

2. **Term.** The term of this Building Lease shall be for twenty-five (25) years commencing on _____, 2009 and terminating on June 30, 2034, subject to earlier termination as provided herein.
3. **Rent and Maintenance Charges.** The rent and maintenance charges for the Premises shall be provided by Center as follows:
 - A. **Annual Rent.** Center will pay the County an annual rent of Twenty-Seven Thousand Seventy-Two Dollars (\$27,072.00) for the Premises, payable as set forth in Exhibit B attached hereto and incorporated herein. A market appraisal of the rental value of the Premises shall be conducted by the County every five (5) years of the term of this Lease and the rent adjusted accordingly.
 - B. **Building and Maintenance Charges.** Center shall pay to the County, in addition to rent, the sum of Three Hundred Dollars (\$300.00) each month due by the tenth day of each month for maintenance of the building and the Premises pursuant to the County's maintenance obligations as provided in Paragraph 8 herein. Such charges must be paid in cash each month and may not be offset as provided for in Exhibit B. The maintenance charge shall increase by One Hundred Dollars (\$100.00) per month every five years of the Lease term.
4. **Use of Premises.** Center may use the Premises for clinical and administrative uses for addiction recovery services by the Center that include services to sick and indigent persons in Santa Fe County. Center shall not create a nuisance on the Premises. Center shall use the Premises at all times in compliance with all applicable federal, state and local laws and regulations and only after all necessary permits or licenses have been obtained.

5. **Utilities.** Center agrees to pay all utilities, in ready and available funds, including but not limited to water, sewer, refuse, electricity, gas, telephone and security monitoring, whether or not such payments are made to the respective utility companies or to the County. In addition, Center shall pay for all of its janitorial services and needs.
6. **Insurance.** Center shall procure and maintain in force a policy of general commercial liability insurance, during the term of this Lease.
 - A. All insurance documents must include a provision for thirty (30) day written notification to Director of Projects and Facilities Management Department, with copies to the County Manager, Santa Fe County, at the County of Santa Fe, P. O. Box 276, Santa Fe, NM 87504-0276, if any required policy has been materially changed or cancelled.
 - B. The County shall be added as an additional insured (Form B – CG20101185 or CG2010398) and will be written on an occurrence form, and shall provide limits as follows:
 - 1.) Commercial General Liability \$1,050,000 combined single limit per occurrence
 - 2.) Damage to Rented Premises \$500,000
 - C. Center shall furnish a copy of the Certificates of Insurance herein required which shall specifically set forth evidence of all coverage required under this Lease. Center shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.
 - D. If, during any term of this Lease, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, the County may require Center to increase the limits of such insurance by notice to Center.

Evidence of a policy increasing the limits and complying with all requirements of this paragraph 6 shall be provided to the County within thirty (30) days of such notification.

7. **Indemnification.** Center agrees to promptly defend, indemnify and hold harmless the County, their officers, employees and agents against liability, claims, damages, losses or expenses arising out of bodily injury to person, including death, or damage to property caused by or resulting from Center's and/or its officials', agents' or employees' negligent act(s) or omission(s) arising out of or relating to the obligations and conditions of this Lease or out of Center's use, activities on or occupation of the Premises. Center shall not be required to indemnify the County for any negligent or intentional acts or omissions of the County or any of its officials, employees and/or agents.
8. **Repair and Maintenance.** The County will maintain the roof, mechanical and electrical systems, HVAC systems, foundation, building exterior and plumbing of the modular building. Center will maintain the interior of the building except to the extent the County is obligated to do so pursuant to the preceding sentence. Center shall at its sole cost and expense provide day-to-day maintenance and shall repair or replace any damages caused by Center, its employees or invitees to the Premises (even if the damage is to a part of the Premises which the County is required to maintain) promptly upon approval for such repairs from the County. All such repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.
9. **Alterations and Improvements.** Center shall not make any alterations, improvements, additions or structural changes to the Premises, other than those required for the day-to-day maintenance of the Premises, without the prior written consent of the County, which shall be contained in a separate written agreement regarding any such improvements.

10. **Mechanic's Liens.** Center agrees that at least five (5) days before any construction work is done by Center or on Center's behalf by any person, firm or corporation or by any contractor, that Center will post and record, or cause to be posted and recorded, as provided by law, a notice on non-responsibility for any work, labor or materials used or expended or to be used or expended on the Premises. Center further agrees to remove any mechanic's liens placed on the Premises as a result of work it has procured within five (5) business days of notice of the lien and will indemnify the County for the same. Any improvements made by Center in the nature of fixtures shall become the property of the County at the termination of the Lease.

11. **Taxes.** Center shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to Center and located upon the Premises, and all leasehold and possessory interest taxes with respect to the Premises, levied or assessed by any proper taxing authority.

12. **Signs and Personal Property.** Center may place signs on the Premises only with advance approval of the County, provided however that all such signs shall conform to applicable law. All personal property, *e.g.* signs and improvements of Center, its employees, agents, customers and invitees, kept on the Premises shall be in furtherance of the use of the Premises as permitted under this Lease, and at the sole risk of Center, and the County shall not be liable for any damage thereto.

13. **Non-Discrimination.** Center, with respect to employment of staff and to those persons using the Premises and/or receiving services from Center, shall not discriminate unlawfully with respect to race, sex, national origin, age, religion, sexual orientation or any other class protected against discrimination by applicable local, state or federal laws.

14. **Hazardous Materials.** Center will neither cause nor permit any Hazardous Material (defined below) to be brought upon, kept or used in or about the Premises.

A. In the event of Center's breach of the foregoing covenants, Center accepts and affirms full liability and responsibility for all costs and expenses related to, and indemnifies the County from and against any liability or damages related to: .

1.) any investigation of the Premises for the presence of Hazardous Materials alleged to have been brought, used or disposed of on the Premises by Center and

2.) the Hazardous Material clean-up, removal or restoration of the Premises required by a federal, state or local governmental agency.

B. Center's responsibilities and indemnity under this Lease will survive the expiration or termination of this Lease.

C. As used herein, the term "Hazardous Material" means a substance the release of which on the Premises would necessitate an environmental response action under any federal, state, county or municipal law, whether now in effect or enacted in the future, and includes without limitation asbestos in any form, formaldehyde, transformers or other equipment which contain fluid containing polychlorinated biphenyls, any petroleum product in non-regulated bulk storage containers, radon, or any other chemical, material or substance which is defined or classified as hazardous or toxic or the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority having jurisdiction.

15. **Assignment or Subletting.** Center shall not assign this Lease or sublet the whole or any part of the Premises.

- A. Center shall not assign, transfer or convey, either voluntarily or involuntarily, this Lease, or any interest in this Lease and this Lease may not be assigned, hypothecated or mortgaged by Center, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be void, and shall be of no force or effect, and shall confer no rights upon any assignee, sub-lessee or mortgage pledgee.
 - B. In the event that Center shall become incompetent, bankrupt or insolvent, or should a trustee or receiver be appointed to administer Center's business or affairs, neither this Lease nor any interest in this Lease shall become an asset of Center's bankruptcy or other estate, or of any guardian, trustee, or receiver, and in the event of the establishment of such estate and the appointment of any such guardian, trustee, or receiver, this Lease shall immediately terminate and end.
16. **County's Access to Property.** The County will have free access to the Premises at all reasonable times for the purpose of examining the Premises, to determine if Center is performing this Lease, and to post such reasonable notices as the County may desire to protect the rights of the County. However, the County's access will be consistent with Center's privacy obligations to its clients, in connection with applicable federal, state and county laws and Center's operations and the County will provide reasonable prior notice of such access unless in the case of an emergency.
17. **Breach.**
- A. In the event of a breach by either party, the non-breaching party shall notify the breaching party, in writing, of the breach. If the breach is not cured within thirty (30) days, or an extension granted thereto, this lease shall be terminated by the non-breaching party.

B. In the event of a default and termination, the County shall have the following remedies:

- 1.) The County may declare this Lease terminated and enter upon the Premises or any part thereof, remove all persons therefrom, either with or without process of law, and repossess said Premises and remove all improvements.
- 2.) In such event, the County shall retain for any rent, damages or other sums that may be due hereunder any property belonging to Center and located on the Premises, and all Center's right herein and to the Premises shall be forfeited.
- 3.) The County may re-enter the Premises and may rent same upon such terms as are suitable to the County, all without releasing Center from liability hereunder, including the applicability of the Land Lease Agreement mentioned heretofore.
- 4.) In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the Premises in a rentable condition and next to the payment of the rent or any sum due the county hereunder. Center shall remain liable for any deficiency.

18. **Termination.** This Lease may be terminated upon written agreement by both parties to this Lease. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to date of termination.

19. **Surrender Upon Termination.** At the expiration of any term of this Lease or upon termination, Center shall surrender the Premises, including all existing and any

subsequently approved improvements, to the County in as good a condition as it was in at the beginning of the term, reasonable use and wear excepted.

20. **Notices.** All notices and other communications given as provided in this Lease will be in writing, and, unless otherwise specifically provided in this Lease, will be deemed to have been given if delivered in person, or sent by a nationally recognized overnight courier service, or mailed by certified or registered mail, postage prepaid, and addressed to County or the Center at the following addresses, unless either the County or the Center changes their address(es) by giving written notice of the change to the other. The addresses for notice are:

A. **Notice to the County:**

Santa Fe County Attorney Office
102 Grant Avenue
P. O. Box 276
Santa Fe, NM 87504-0276

B. **Notice to Center:**

Santa Fe Recovery Center, Inc.

21. **Waiver.** No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of the County or Center will be considered a waiver of any other default as provided in this Lease. The exercise of or failure to exercise any one of the rights and remedies of the County or Center as provided in this Lease will not be deemed to be instead of, or a waiver of, any other right or remedy as provided in this Lease.


22. **Entire Agreement.** This Lease constitutes the entire agreement of the County and Center relating to the subject matter hereof and supersedes all previous agreements, written or oral, between the County and Center on such subject.

23. **Partial Invalidity.** If any term of this Lease, or the application of the term to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application and each term of the Lease will be valid and be enforced to the fullest extent permitted by law.
24. **Sublease Mortgages.** Center may not grant a collateral assignment, deed of trust, mortgage or other security interest in its interest in this Lease or as to any improvements to any person or entity.
25. **Fixtures.** Except as otherwise provided herein, Center shall have the right to install such fixtures and equipment as may be necessary for the conduct of its business. Upon termination of this Lease, all fixtures shall remain affixed to the Premises and shall become the property of the County, except for Center's equipment purchased by it that can be removed without damage to the Premises.
26. **Damage or Destruction of Premises.** If, at any time during the term hereof, any of the Premises are damaged or destroyed by fire, the elements or other causes, said Premises may be repaired and rebuilt and restored by the County to a condition as good as it was immediately prior to such damage or destruction, using any insurance funds toward such expense and in accordance with all laws, regulations and ordinances of all governmental authorities having jurisdiction. The County may authorize or direct construction of an alternate structure, or may elect to retain insurance proceeds or other funds if it deems reconstruction or construction of a substitute to be impractical or unreasonable. In the event reconstruction or construction of a substitute is deemed impractical or unreasonable by the County, this Lease Agreement shall terminate with no further obligation on the part of the County. All warranty items and major structural problems arising from either

construction/design or natural causes shall be repaired by the County within 30 days or repairs started within 30 days if it cannot be completed within 30 days of notification by the County that such condition exists.


27. **Sovereign Immunity.** No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or their public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-41-1, *et seq.*
28. **Miscellaneous.** This Lease is governed by and will be construed according to the laws of the State of New Mexico and binds the successors, transferees and assigns of the parties. This Lease, between the County and Center may be amended only in writing signed by both parties.
29. **State Approval.** This Lease shall not be binding or effective until approved by the State Board of Finance.
30. **Compliance with Laws.** Center agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Premises and the use thereof.

COUNTY/LESSOR:
SANTA FE COUNTY/NEW MEXICO


MIKE ANAYA, CHAIR
Board of County Commissioners

Date: _____

CENTER/LESSEE:
SANTA FE RECOVERY CENTER, INC.

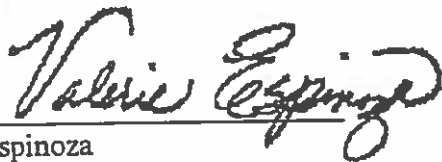

Treasurer/Board of Directors
Title

Approved as to Form:


Stephen C. Ross
County Attorney

Date: 10-30-09

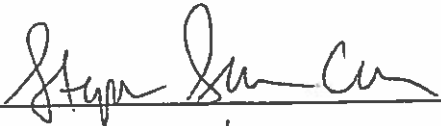
Attest:



Valerie Espinoza
County Clerk

Date: _____

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE



Date: 2/20/10

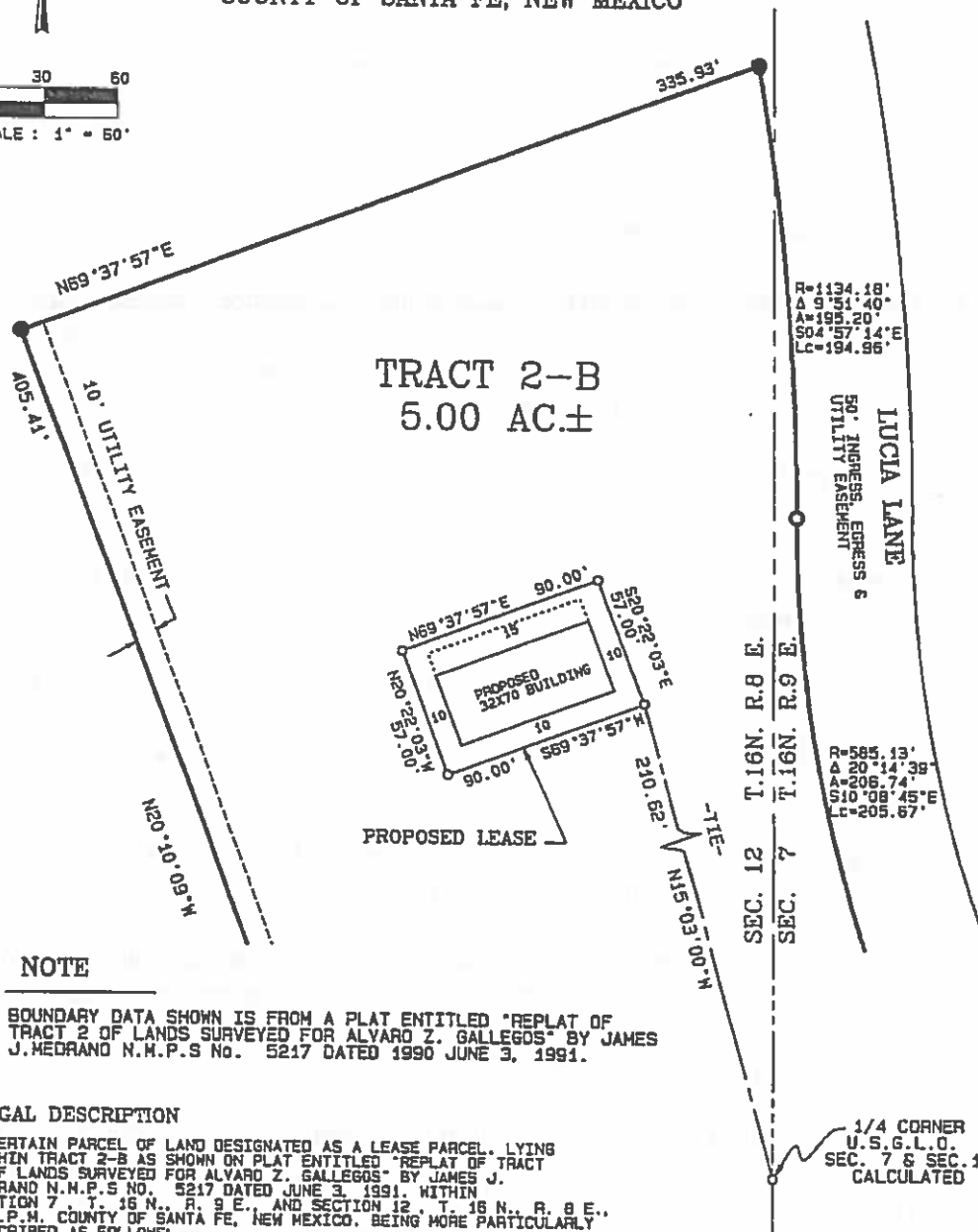
EXHIBIT "A"

LEASE PARCEL FOR SANTA FE RECOVERY CENTER

WITHIN SECTION 7, T. 16 N., R. 9 E., AND
SECTION 12, T. 16 N., R. 8 E., N.M.P.M.
COUNTY OF SANTA FE, NEW MEXICO



0 30 60
SCALE: 1" = 60'



NOTE

- BOUNDARY DATA SHOWN IS FROM A PLAT ENTITLED "REPLAT OF TRACT 2 OF LANDS SURVEYED FOR ALVARO Z. GALLEGOS" BY JAMES J. MEDRANO N.M.P.S No. 5217 DATED 1990 JUNE 3, 1991.

LEGAL DESCRIPTION

A CERTAIN PARCEL OF LAND DESIGNATED AS A LEASE PARCEL, LYING WITHIN TRACT 2-B AS SHOWN ON PLAT ENTITLED "REPLAT OF TRACT 2 OF LANDS SURVEYED FOR ALVARO Z. GALLEGOS" BY JAMES J. MEDRANO N.M.P.S No. 5217 DATED JUNE 3, 1991, WITHIN SECTION 7, T. 16 N., R. 9 E., AND SECTION 12, T. 16 N., R. 8 E., N.M.P.M. COUNTY OF SANTA FE, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A U. S. G. L. O. MARKING THE 1/4 CORNER OF SECTION 7 & SECTION 12 CALCULATED THENCE S82°03'21"W A DISTANCE OF 4670.39 FEET TO THE NORTHEAST CORNER OF TRACT 2-B; THENCE S55°45'45"W A DISTANCE OF 231.93 FEET TO THE NORTHEAST CORNER OF THE LEASE PARCEL AND THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S20°22'03"E, A DISTANCE OF 57.00 FEET; THENCE S69°37'57"W, A DISTANCE OF 90.00 FEET; THENCE N20°22'03"W, A DISTANCE OF 57.00 FEET; THENCE N69°37'57"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.118 OF AN ACRE (5130 SQ. FT.) MORE OR LESS.

LEGEND

- DENOTES FOUND POINT (1/2" REBAR)
- DENOTES CALCULATED POINT

DATE: 05/14/09



MORRIS
surveying | engineering

1216-A PARKWAY DRIVE
SANTA FE, NM 87507
PHONE: (605) 438-8100
FAX: (505) 474-8723

SANTA FE RECOVERY CENTER
57 X 90 LEASE PARCEL
DRAWN BY: M.E.
CHECKED BY: R.A.M.
PROJECT # 97007

EXHIBIT B

The annual rental and charges set forth in Paragraph 3 shall be paid as follows:

1. The rent and maintenance charges shall be paid as follows:
 - a. The \$300.00 monthly maintenance charge must be paid to the County by center, in ready and available funds, every month, by the tenth (10th) of each month.
 - b. The annual rent, after payment in cash of the maintenance charges, in any year shall be paid with cash or the equivalent in the form of uncompensated services Center provides to sick and/or indigent residents of Santa Fe County which includes those that are not otherwise paid for with County money as set forth in Paragraph 2 below.
2. On or before each June 30 (beginning on June 30, 2010), Center shall provide the County with a report that contains each of the following:
 - a. a written description and valuation of the uncompensated services provided to Santa Fe County residents;
 - b. a listing of the most current mutually agreed upon reimbursement rates; and
 - c. any and all documentation required by the County in order that the County may verify such services.
3. The County will review the report and, if approved by the County, the County will accept the services provided by Center as rental payment so long as:
 - a. The services are valued at no more than the maximum cost per encounter for each type of service as contained in the mutually agreed upon reimbursement rates;
 - b. Center is not paid for the services by the County; and
 - c. The services are provided to sick and indigent residents of the County. For purposes of this agreement, "sick" includes behavioral, physical or mental conditions which adversely affect the functioning of an individual, and "indigent" means a person who qualifies as an "indigent patient" as described in the "Indigent Hospital and County Health Care Act" ("the Act"), and who is qualified by application of residency and income criteria to receive assistance pursuant to the Act according to policies of the Santa Fe County Indigent Hospital and County Health Care Board.
4. In the event the services provided in any one year are greater than the annual rent due for the preceding year, the excess shall be carried forward and applied against the next year's annual rent. In the event the services are less than the annual rent due for the preceding year, then

Center shall promptly pay the balance owing to the County in ready and available funds within thirty (30) days.

5. Center may, at its option, pay all or part of the annual rental in cash in lieu of providing services.

6. The yearly letter and statement of the shortfall in services to be provided by Center shall be submitted to:

Director of Health and Human Services
Santa Fe County
102 Grant Avenue
P. O. Box. 276
Santa Fe, NM 87504

7. Should the County reject any or all of the report of services provided, Center shall, within thirty (30) days of notice from the County, pay the rent due for the preceding year, in ready and available funds.

8. Nothing in this Exhibit B shall require Center to disclose information that would violate the privacy rights of clients pursuant to HIPAA or other applicable state or federal law.

--- e n d ---

May 3, 2016

Terry Lease
Facilities, Operations & Maintenance Manager
Santa Fe County Public Works Department
P.O. Box 276
Santa Fe, New Mexico 87504

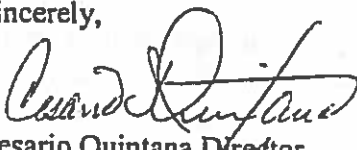
RE: TECHNICAL APPRAISAL REVIEW: A market rent estimate of the Santa Fe Recovery Center located at 4100 Lucia Lane, Santa Fe, Santa Fe County, New Mexico.

Dear Terry Lease:

Your request for a review of the above referenced report was assigned David F. Mc Cann, Appraiser Specialist with our Appraisal Bureau. Enclosed is a copy of his memorandum stating his findings and conclusions.

If you have any questions regarding this appraisal review please contact the Appraisal Bureau or me at (505) 827-0871

Sincerely,


Cesar Quintana Director
Property Tax Division

CSQ/dfm

MEMORANDUM

DATE: May 3, 2016

TO: Cesario S. Quintana, Director
Property Tax Division

FROM: David F. Mc Cann, Appraiser Specialist
Appraisal Bureau

RE: **TECHNICAL APPRAISAL REVIEW:** A market rent estimate of the Santa Fe Recovery Center located at 4100 Lucia Lane, Santa Fe, Santa Fe County, New Mexico.

CLIENT, INTENDED USERS AND INTENDED USE OF THE REVIEW: At your request, I have reviewed the above captioned appraisal in a narrative Appraisal Report format. This appraisal review is intended for use only by Santa Fe County Public Works and the New Mexico State Board of Finance.

This report is intended only for use in confirming an appropriate and reasonable conclusion of the estimate of market rent in the leasehold interest of the subject property as represented by the appraisal performed by Matthew H. Pendleton MAI, Pendleton Appraisal, LTD. This report is not intended for any other use than stated, nor is this review report to be construed as an appraisal report separate from the report under review.

PURPOSE OF REVIEW: To comply with statute and supporting regulation as defined by Section 7-35-10 and 13-6-2.1 NMSA 1978; and to evaluate the appraisal report for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the International Association of Assessing Officers (IAAO); and for compliance with 1.5.23 NMAC 2001.

APPRAISAL SUMMARY: The property under review consists of a 2,256 square foot office building on a small parcel of land located at 4100 Lucia Lane, Santa Fe County, New Mexico. It is further described as Tract 2-B, Section 7, Township 16 North, Range 9 East, N.M.P.M. The subject property is located in an area of MU, mixed use zoning.

The following items (#2-#14) are taken directly from the appraisal under review:

- 1.) Review Report Date:.....May 3, 2016
- 2.) Size of Subject Site:.....0.118 acre
- 3.) Improvements:[R]ecovery Center building of 2,256 square feet plus its immediate periphery improvements.
- 4.) Highest & Best Use:.....The highest and best use of the appraised property is for office counseling space or administrative office use.
- 5.) Purpose of Report.....Estimate the market rent of the appraised space.
- 6.) Extraordinary Assumptions: ..None
- 7.) Hypothetical Condition:.....None
- 8.) Owner of Record:.....Santa Fe County
- 10.) Estate AppraisedUndivided leasehold estate
- 11.) Report Effective Date:December 11, 2015
- 12.) Report Date:April 10, 2016
- 13.) Appraiser:Matthew H. Pendleton, MAI
- 14.) Final Value..... \$13.00 per square foot

SCOPE OF REVIEW: This technical review report is prepared in accordance with the guidelines as set forth in Standard 3 and related advisory opinions of the Uniform Standards of Professional Appraisal Practice.

This technical review comprised of a desk review of the data contained in the revised Appraisal Report dated April 10, 2016. A field review of the subject was conducted on March 21, 2016. A field review of the comparables was conducted on March 21, 2016. This review was based on the data contained in the above-mentioned report and conversations with local realtors, property managers, as well as the appraiser of record. The comparable properties were verified through the tenants of the rental comparables. Photos of the subject property are on pages 5 and 6 of this report. Photos of the comparables are contained in the reviewers work file.

The content of the report was objectively evaluated for its technical applications and mathematical calculations were verified. The data was analyzed to determine its relevancy to the concluded rental estimate and the reviewer developed an opinion as to the adequacy and appropriateness of the appraisal under review. No assumptions, extraordinary assumptions, hypothetical conditions, or limiting conditions for the review were employed outside of those mentioned in the appraisal report. No opinion of value was developed under the scope of this review

REVIEW SUMMARY OF A FEE SIMPLE APPRAISAL

- 1) Standard 3-3(a) requires the reviewer to develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work and develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and develop the reasons for any disagreement.

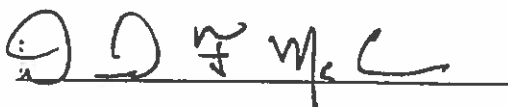
- a) **Highest and Best Use** –The highest and best use of the property was concluded to be continued use as general office space. The four criteria for highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The conclusion of highest and best use is considered credible.
- b) **Market Rent Analysis** –The appraiser presented a market approach using three comparable rentals and giving the most weight to two of the comparables. The market rental data presented was an appropriate comparison to the subject property and considered credible.
- c) **Reconciliation (Analysis and Conclusion)** –The reconciliation was straight forward. The analysis consisted of comparable market lease rates. The data was then reconciled into an opinion of market rent for the subject property.
- d) **Final Market Rent Conclusion** – The final market rent conclusion determined by the mathematical reconciliation of the market data utilized. It is considered to be credible and adequately supported.
- 2) Standard 3-3(b) requires the reviewer to develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work, and develop the reasons for any disagreement.

The report under review and was found to be credible. The content of the report was consistent throughout. Photographs of the subject property were provided in the main body of the appraisal. The appropriate valuation techniques and analyses were utilized. It is concluded that the report as written is appropriate and not misleading and reasonably supported the opinion of value.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject of the work under review on March 21, 2016.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

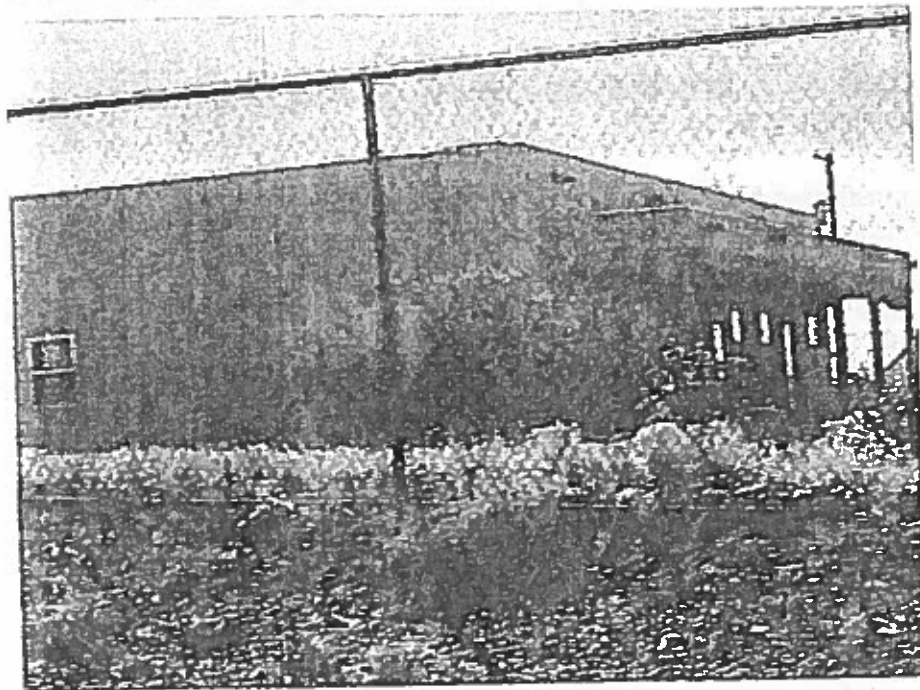


David F. Mc Cann, Appraiser Specialist

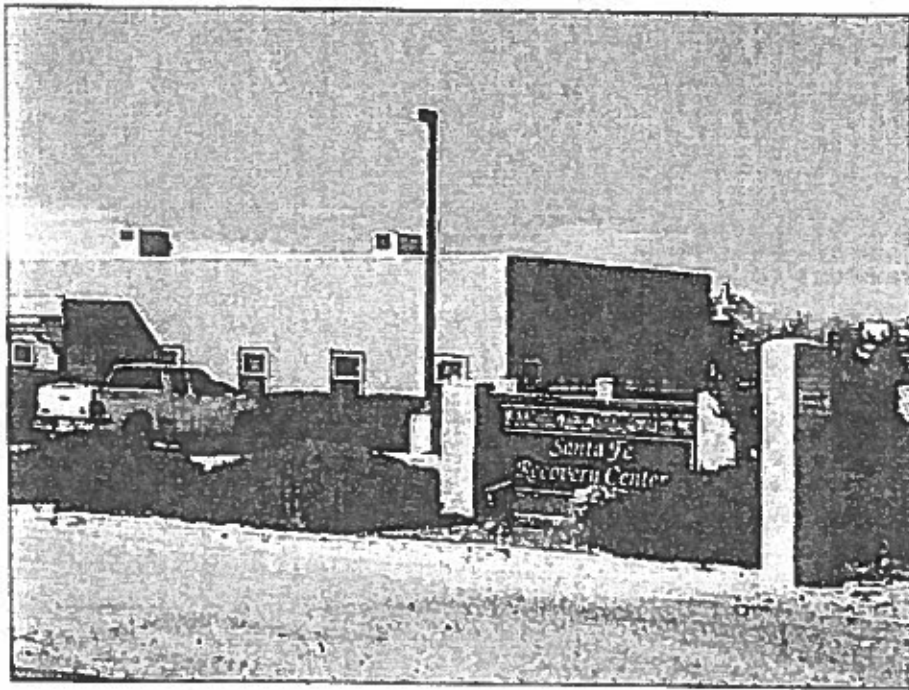
Date: May 3, 2016



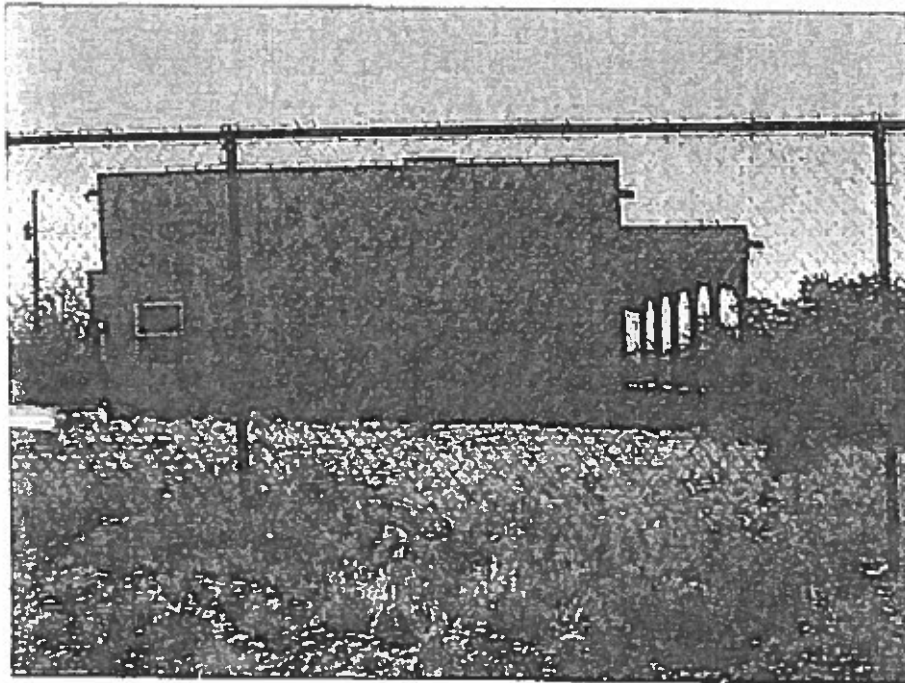
Subject Front



Subject Rear



Street view



Side View

Pendleton Appraisal, Ltd.

Real Estate Appraisers and Consultants

**MARKET RENT ESTIMATE
Appraisal Report**

**Santa Fe County Lease Property
Santa Fe Recovery Center
4100 Lucia Lane
Santa Fe, New Mexico 87507**

Purchase Order 163461

Prepared for

**Santa Fe County Public Works Department
424 New Mexico Highway 599
Santa Fe, New Mexico 87507
Attn: Erik H. Aaboe, Project Development Director**

**Effective Date of Appraisal – as of December 11, 2015
Date of Appraisal Inspection**

Prepared by

**PENDLETON APPRAISAL, LTD.
Matthew H. Pendleton, MAI**

Pendleton Appraisal, Ltd.

Real Estate Appraisers and Consultants

Matthew H. Pendleton, MAI

April 10, 2016

Erik H. Aaboe, Project Development Director
Santa Fe County Public Works Department
424 New Mexico Highway 599
Santa Fe, New Mexico 87507

Re: Market Rent Estimate
Santa Fe Recovery Center 4100 Lucia Lane
PURCHASE ORDER #163461

Dear Erik:

I have estimated the market rent for the referenced rental space.

The format of the appraisal is an Appraisal Report.

"Market rent" is defined as the rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space.

Rents for commercial buildings are typically expressed in terms of annual rent per square foot of building area.

Rental rates per square foot may vary depending on whether the tenant or landlord pays the operating expenses.

Examples of common operating expense arrangements follow.

	Full Service Lease	Modified Gross (MG) Lease	Triple Net (NNN) Lease
Tenant Pays	Base Rent Only	Base Rent, Utilities, Interior Upkeep	Base Rent Plus All Other Operating Expenses via CAM Fee and or Pass Thru Charges
Landlord Pays	Essentially All Operating Expenses	All Other Expenses aside from those above	Virtually None, possibly some non recoverable items

Review of the expense arrangement in effect for the appraised space indicates the basis of comparison in this appraisal will be modified gross, in which the lessee pays the base rent plus utilities, janitor and costs of interior upkeep of the premises.

A summary of appraisal items of consideration follows.

Competency Provision: Matthew H. Pendleton holds the MAI designation from the Appraisal Institute and is also currently certified as a general appraiser by the State of New Mexico Real Estate Appraisers Board. Appraiser certifications are attached at Exhibit A.

Intended Use of Appraisal: The intended use of this appraisal is to assist the appraisal client and any designated successors and or assigns with real estate rental information.

Client and Intended Users: The client and intended users of this appraisal are Santa Fe County Public Works and any other designated successors and or assigns, including the New Mexico State Finance Board.

Purchase Order: This market rent appraisal has been ordered by Santa Fe County through Purchase Order #163461. A copy of the purchase order is attached at Exhibit A.

Purpose of Report: Estimate the market rent of the appraised space assuming a modified gross expense arrangement in which the tenant pays base rent plus utilities, janitor and interior upkeep costs.

Santa Fe County Rental Property
4100 Lucia lane Santa Recovery Center
Santa Fe, New Mexico

Overview The appraised property consists of a single story freestanding structure on a small parcel of land owned by Santa Fe County. The County Public Works Department acts as landlord of the appraised property. The property is leased from the County to the existing tenant, Santa Fe Recovery Center.

The property is accessed from Lucia Lane, off the south of Airport Road in a somewhat removed location with poor road access. For property location see the maps attached at Exhibit B.

Scope of the Appraisal: The format of this study is an Appraisal Report.

This appraisal conforms to the Uniform Standards of Professional Appraisal Practice. Explanations of the scope of work and methodology of the market rent estimate are provided herein. Also provided are summaries of the information considered and statements of the scope of work consistent with reporting requirements in the Uniforms Standards. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

Appraisal investigations were performed to determine the market rent characteristics of the appraised real estate. Information used in this case included appraiser file information, property owner information, satellite image photography and other mapping, as well as through physical inspections of the appraised property and neighborhood by the appraiser and appraisal staff.

Measurements of market rent were developed through a rent comparison process in which comparable rents in the market were examined, adjusted if necessary and then compared to the appraised property. The purpose of this process was to arrive at an estimate of current market rent for the appraised space under the ongoing expense arrangement at hand.

Neighborhood

The subject neighborhood is identified as the rear land lying south of the Airport Road Corridor which extends west from Cerrillos Road toward the Santa Fe Municipal Airport. Airport Road is a four lane thoroughfare with continuous center turn lane. West of the immediate neighborhood Airport Road intersects the Santa Fe Relief Route aka Highway 599. The Relief Route is a four lane access controlled highway connecting Interstate 25 on the south with US Hwy 285 to the north, effectively bypassing the northwestern limits of the city.

Rear land parcels off Airport Road are developed with mobile home rental parks, single family housing projects and apartment complexes. The area also locates more affordable residential housing including the 800 acre project Tierra Contenta.

Other commercial development in the neighborhood has included industrial, storage units and service facilities. There are a number of retail outlets along Airport. Otherwise there are special purpose uses including Sweeney Elementary, the Santa Fe Business Incubator, Ortiz Middle School, the County rehabilitation facility, Capital High School and the Santa Fe Country Club further to the west.

With regard to property values in general, the southwest sector has experienced a variety of activity and motivations. Spot development of residential projects on the remaining available parcels of rear land will likely continue, though at prices and pace determined by demand. Values and prices appear to be stabilized.

Legal Description

The legal of the appraised property is the Lease Parcel within Tract 2-B replat of Tract 2 for Alvaro Gallegos, within Section 7, Township 16 North, Range 9 East and Section 12, Township 16 North, Range 8 East, NMPM, Santa Fe County, New Mexico. For reference see the survey and legal description attached at Exhibit C.

Property Rights Appraised

Undivided leasehold estate subject to restrictions and easements of record.

Appraisal Effective Date

December 11, 2015

the date of most recent appraisal inspection.

Date of Appraisal Report

April 10, 2016

the date of final report writing.

Descriptions of Realty

The appraised property is a small parcel of land containing 0.118 acres that also locates the appraised Recovery Center building of 2,256 square feet plus its immediate periphery improvements. Parking is provided on the adjoining Santa Fe Recovery Center asphalt lot immediately to the south of the appraised property.

The land at this location is zoned MU Mixed Use. The current use of the appraised property conforms to local zoning criteria, a legal conforming use.

For illustration of the appraised land see Exhibit C for the metes and bounds legal description of the 0.118 acre parcel and the survey plat of said parcel locating the appraised building. This small parcel of land and the appraised building, owned by Santa Fe County, are leased to the Santa Fe Recovery Center. Said lease tenant arrangement is the subject of this market rent appraisal.

For reference see the following attachments.

Exhibit C

2009 Survey Plat
Legal Description of Appraised Parcel

Exhibit D

Aerial Photograph
Appraised Property Photographs
City Zoning Map MU Multi Use
Engineering Site Plan
Architect Building Plans

Appraised Tenant Area:

Santa Fe County
4100 Lucia Lane

Santa Fe Recovery Center 2,256 sf gross building area

Tenant square footage cited above and used in this appraisal is based on architect drawings attested by appraiser measurements. This market rent estimate considers real estate only, excluding personal property, furnishings and tenant equipment.

Current Use of Property:

The current use of the appraised property is office or related space. This use is reflected in the market rent appraisal.

Highest and Best Use:

The highest and best use of the appraised property is for office counseling space or administrative office use. The existing use of the property is consistent with the estimated highest and best use. The mixed used zoning permits office and related use. The design of the appraised building is conducive to office. There is demand for institutional uses such as government affiliated office and related use, and said use of the property would also be maximally productive given the design of the building. As such the current use as office and related space is deemed highest and best use.

Definition of Market Value:

Because market rent could be viewed as an expression of market value, the term "market value" used by the Office of the Comptroller of Currency of the United States (OCC) is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;
Both parties are well informed or well advised and each acting in what he considers his own best interest;
A reasonable time is allowed for exposure in the open market;
Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with this sale.¹

Definition of Market Rent:

The term "market value" used herein is synonymous with the term used by the Appraisal Institute and is defined as "...the rental income that a property would most probably command in the open market."²

Valuation Procedure:

The appropriate approach to the market rent estimate is rent comparison, citing comparable market rents for purposes of arriving at the market rent of the appraised property. Since there is no calculation of market value, the depreciated cost method, sales comparison method and rent capitalization method are not applicable. Omission of these methods does not impair the credibility of the appraisal or create an appraisal contrary to USPAP standards.

¹ Federal Register, Volume 55, Number 165, Thursday, August 24, 1990, Rules and Regulations, Page 34654, Section 34.42(f) approved by the Office of Thrift Supervision and the Office of the Comptroller of the Currency of the United States of America.

² The Appraisal of Real Estate, Eleventh Edition copyright 1996, Page 142, Appraisal Institute.

Map Locating Rent Comparisons
Santa Fe, New Mexico

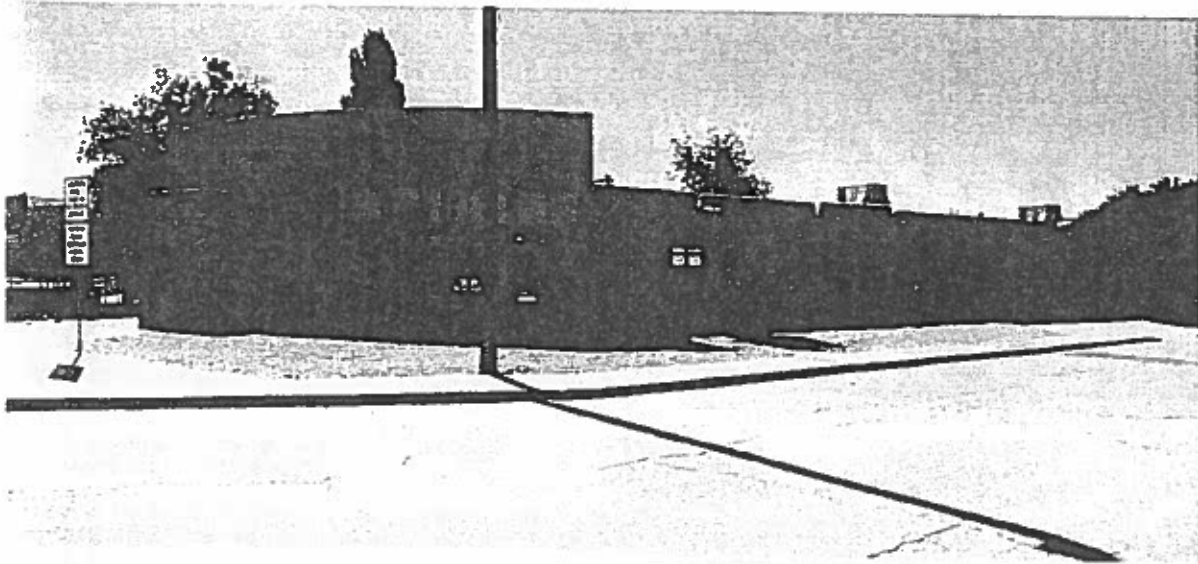


Market Rent Estimate

The method of estimating market rent is through comparison of rents paid for similar rental space. The selected comparisons of market rent involve buildings that are leased for administrative offices, general offices or counseling services. The selected comparisons are adjusted if necessary to modified gross, similar to the appraised property.

Market Rent Survey Santa Fe, New Mexico Through 2015

Reference	Location	Tenant	Lease Area	Expenses	Rent PSF
1	3160 Agua Fria Former Old Agua Fria School	United Way of Santa Fe	7,845 sf	MG Rate	\$12.00 psf



2	9 Bisbee Court Turquoise Plaza 1	Chevron Unit H, J, K	4,500 sf	MG Rate	\$14.00 psf
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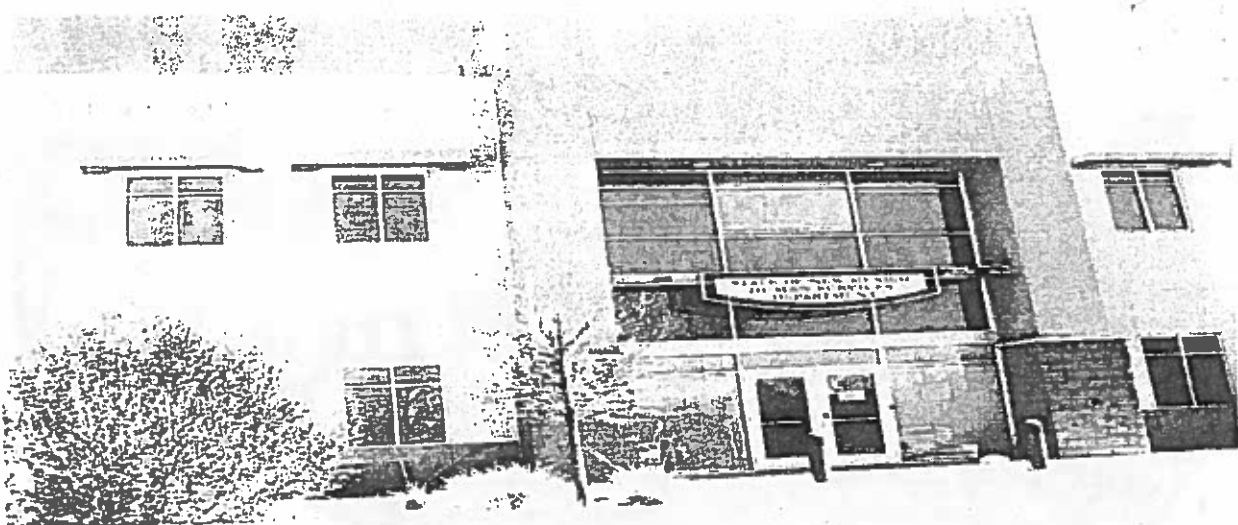
Reference	Location	Tenant	Lease Area	Expenses	Rent PSF
3	2540 Camino Edward Ortiz State Office Lease	Environment Department Center Unit	2,925 sf	Full Service Adjusted MG	\$18.70 psf \$15.20 psf

This is a full service rent that appraiser adjusted downward \$3.50 to reflect modified gross arrangement at subject. Market averages in operating expenses suggest \$2.50 for utilities and \$1.00 for janitor and interior upkeep as being reasonable for purposes of adjustment from full service to modified gross.



4	1301 Siler Road State Office Lease	Human Services Building B and C	22,500 sf	Full Service Adjusted MG	\$18.80 psf \$15.30 psf
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This is a full service rent that appraiser adjusted downward \$3.50 to reflect modified gross arrangement at subject. Market averages in operating expenses suggest \$2.50 for utilities and \$1.00 for janitor and interior upkeep as being reasonable for purposes of adjustment from full service to modified gross.



Comparison Summary

The most meaningful comparisons for the appraised property suggest the following.

2	Bisbee Court	\$14.00 psf	modified gross	professional office space
3	Environment	\$15.20 psf	adjusted to modified gross	State office space

The primary comparisons were adjusted to the appraised property as follows.

Reference	Rent 2	Rent 3
	Bisbee	Environment
Base Rent Modified Gross	\$14.00 psf	\$15.20 psf
Adjustments		
Tenant Lease Area Comparison	4,500 sf similar	2,925 sf similar
Adjustment	-0-	-0-
Condition Adjustment	similar -0-	similar -0-
Location Subject has Inferior Unpaved Road Access Adjustment	superior -10%	superior -10%
Final Indication	\$12.60 psf	\$13.68 psf

Adjustments for location are applied by appraiser judgment based on the fact that the appraised property lies upon a rough unpaved section of roadway, and the comps are paved access. Paired comparisons of residential and commercial lands sold in various projects across the area show that rear lands just off pavement sell about 10% lower per square foot than paved access lots. Therefore, the inferior street conditions of the appraised property should be accounted for by an adjustment against the superior locations at about 10%. Other factors of comparison are deemed similar.

Based on the comparison procedure above, a reasonable estimate of market rent is the rounded average of the three comparisons, expressed here as a modified gross rent of \$13.00 per square foot.

Conclusion of Study

The final estimate of market rent for the appraised property is applied below.

Final Estimate of Market Rent
Modified Gross Expense Arrangement
As Is Condition Real Estate Only as of December 11, 2015

Santa Fe County Rental Property
4100 Lucia Lane Santa Fe Recovery Center
Santa Fe, New Mexico

Based on Building Area	2,256 sf	
@ estimated market rent	\$13.00 psf	\$29,328 per year
		or about \$2,444 per month

The above rent estimate is quoted on a modified gross expense basis. In addition to the base rent above, the tenant would be responsible for payment of utilities, janitorial and interior upkeep of the premises. The rent payment allows for use of the building structure, immediate periphery improvements, access areas and the adjoining parking. The rental estimate is effective as of the date assigned above and applies to real estate land and building only and does not include or consider rent for personal property, interior contents, furnishings or equipment.

Future changes in the rental rate would be subject to negotiation between parties.

CERTIFICATION

The undersigned hereby certifies, except as otherwise noted in this appraisal report, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

I have not performed any services as an appraiser or any other capacity regarding the property that is subject of this report within a three year period immediately preceding acceptance of this assignment, unless otherwise noted herein.

My engagement in this assignment was not contingent on developing or reporting predetermined results. This appraisal assignment was not accepted or prepared on the basis of a requested or specific valuation or the approval of financing.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification.

This report has been prepared in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Matthew Pendleton, MAI has completed the continuing education program for Designated Members of the Appraisal Institute. As of the date of this report, Matthew Pendleton, MAI has completed the continuing education requirements of the State of New Mexico pertaining to licensed real estate appraisers.

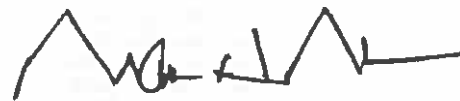
Noteworthy assumptions and conditions for the appraisal are as follows.

The appraisal assumes there are no detrimental conditions resulting from any site related matters, easements, deed restrictions or other title issues. Expert opinion to confirm this assumption is recommended.

The appraisal assumes there are no detrimental building conditions or environmental issues on or near the appraised property impacting value or marketability. Expert opinion to confirm this assumption is recommended.

This appraisal and the final estimate of market rent reflect real estate only excluding furniture, equipment, personal property, business value or other intangibles.

There are no hypothetical conditions or extraordinary assumption in this appraisal.



Matthew H. Pendleton, MAI
NM General Certified Appraiser #000277-G

QUALIFICATIONS OF THE APPRAISER
Matthew H. Pendleton, MAI

EDUCATION

B A. New Mexico State University
Real Estate Courses - College of Santa Fe
Society of Real Estate Appraisers

1976
1978 to 1981
1979

American Institute of Real Estate Appraisers

Motel and Hotel Analysis and Valuation	2015
Green Buildings Introduction and Concepts	2015
ANSI Measuring Standards Kaplan	2014
Data Verification Methods	2012
HP Financial Calculator Analysis	2005, 2007, 2012
Real Estate Appraisal Principals	2012
Subdivision Valuation	2012
Standards of Professional Practice USPAP	2003, 2006, 2009, 2012, 2013, 2015
New Mexico State Appraisers Board Update Class	2011, 2013, 2015
Commercial Client Expectations in Appraisal Reports	2011
Scope of Work and Expanding Professional Services	2011
Real Estate Appraisal Operations	2010
Appraisal Curriculum Overview Residential	2009, 2013
Appraisal Curriculum Overview Commercial	2009, 2013
Internet Applications for Appraisal	2007
Client Expectations in Appraisal Reports	2007
Appraising from Blueprints and Specifications	2006
Analyzing Detrimental Conditions in Real Estate	2005
Geographic Information Systems	2005
Eminent Domain and Condemnation Litigation Valuation	2005
Business Practice and Ethics	2003, 2006, 2009, 2013
Option Value in Real Estate	2002
Appraisal Writing	2002
Open Space and Transferred Development Rights	2001
Conservation Easement Valuation	2001
Liability and Fraud Analysis	2001
Case Studies in Commercial Highest and Best Use	2000
Appraising from Blueprints and Specifications	2000
Standards of Professional Practice, Parts A & B	1999
Small Hotel/Motel Valuation	1998
Appraisal Office Management	1998
The Internet and Appraising	1998
Eminent Domain and Condemnation Appraising	1997
Water Rights and Issues	1997
Data Confirmation and Verification	1996
Special Purpose Properties	1996
Course 410, USPAP Code of Ethics	1995
Course 420, USPAP Standards of Practice	1995
Limited Appraisals and USPAP Report Options	1995
Environmental Risk	1994
Feasibility and Highest and Best Use Analysis	1994
Subdivision Analysis	1994
Rates, Ratios and Reasonableness	1993, 2004
Standards of Professional Practice -- Ethics	1992
Federal Banking Regulations	1992
Appraising Troubled Properties	1992
Uniform Commercial/Industrial Appraisal Report	1991
Reviewing Appraisals	1991
Hazardous Wastes and Appraisals	1989
Preservation/Conservation Easements	1988
Real Estate Risk Analysis	1987
Federal Income Tax/Real Estate Seminar	1987
Federal Home Loan Bank Board R41B	1986
Introduction/Valuation of Hotels and Motels	1985
Course 2-1, Case Studies in Valuation	1984
Course 2-2, Valuation Analysis and Report Writing	1984
Courses 1-B1, 1-B2 and 1-B3	1981, 1983
Capitalization Theory and Techniques	1982

IRWA Association

Easement Valuation

1985

PROFESSIONAL EXPERIENCE

Assistant to Thomas G. Gillentine, MAI, ARA, CRE
Staff Appraiser, Gillentine & Keever, Inc.
Senior Analyst and Consultant, Gillentine & Pendleton, Inc.
Principal Analyst and Consultant, Pendleton Appraisal, Ltd.

1978 to 1985
1978 to 1985
1985 to 1991
1991 to Present

BUSINESS BACKGROUND

Real estate appraisals and real property consultation services provided through the offices of Gillentine & Pendleton, and Pendleton Appraisal. Past assignments have involved various forms of vacant land, residential subdivisions, wilderness areas, rail yards, business parks, office buildings, retail buildings, restaurants, art galleries, industrial properties, public and private schools, shopping centers, historic properties, condominiums, townhouses, recreation ranches, luxury residential, hotels and motels, mobile home parks and self-storage facilities. Special purpose assignments have included easement valuations, leasehold estates, eminent domain parcels, conservation easements, fractional ownerships and other property interests.

CLIENT BASE

Local, regional and national financial institutions, private sector investors, property owners, developers, attorneys and accountants. Various municipal governments within the State of New Mexico. State and County governments, trust departments, insurance agencies and title companies. United States government agencies including the Postal Service, Forest Service, Fish and Wildlife Service, Federal Aviation Administration and Department of Energy. Consulting assignments prepared for Native American Indian Tribes, various religious organizations, conservation groups such as the Nature Conservancy, Trust for Public Land and Archeological Conservancy, as well as local schools, colleges, universities and other educational organizations.

MEMBERSHIPS

MAI Designation - Appraisal Institute, 1985
Part Time Faculty - Santa Fe Community College
State of New Mexico, Real Estate Appraiser License No. 00277-L
State of New Mexico, Real Estate Appraiser General Certificate No. 00277-G

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report format intended to comply with the reporting requirements set forth under the relevant Standard Rules of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. We have relied on information prepared by the property owner representative, licensed surveyors and other real estate professionals in making certain decisions in the process of this appraisal. No one else provided significant professional assistance to the persons signing this report. We have accepted this information as accurate, based on the fact that they represent matters beyond our expertise as appraisers along with the fact that they were prepared by recognized professionals.
3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
4. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
5. Responsible ownership and competent property management are assumed.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non conformity has been stated, defined, and considered in the report.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
13. Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such condition, nor for any expertise or engineering knowledge required to discover them.

14. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine if it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since we do not have direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

This report has been made with the following general limitations:

15. The conclusions expressed in our appraisal report apply only as of the stated date of the appraisal and we assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions stated herein.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization.
17. By reason of the assignment we are not required to give consultation, testimony, or be in attendance in court or any other hearing with reference to the property unless written contractual arrangements have been previously made relative to such additional services.
18. Disclosure of the contents of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
19. Neither all, nor any part of this report, or copy thereof shall be used for any purposes by anyone other than the client to which the report is addressed without the prior written consent of the appraisers, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

Contents of Exhibit A



MEMBERSHIP CERTIFICATE

This Certificate That

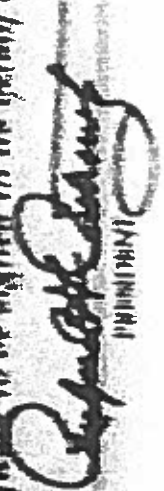
Matthew H. Pendleton

was admitted to membership in the American Institute of Real Estate Appraisers as an MAI Member (7280) on the 27th day of November, 1985 and by virtue of the unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers has become an

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.


PRESIDENT

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that
Matthew H Pendleton #277-G

Having complied with the provisions of the New Mexico Real Estate Appraisers
Act is hereby granted a license to practice as a

General Certified Appraiser

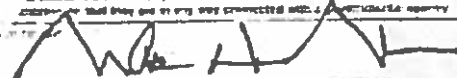
This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 12/01/1990 Date Expires: 04/30/2018

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

THIS IS TO CERTIFY THAT

Matthew H Pendleton

Matthew H Pendleton	
General Certified Appraiser	
277-G	General Certified Appraiser
12/01/1990	04/30/2018
	



PURCHASE
ORDER

SANTA FE COUNTY
SANTA FE, NEW MEXICO

IMPORTANT
THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN DUPLICATE.

PAGE: L
P.O. NO.: 163461
DATE: 11/30/15

TO: PENDLETON APPRAISAL LTD
369 MONTEZUMA
SUITE 238
SANTA FE, NM 87501

SHIP TO/
INVOICE TO:

Santa Fe County
PUBLIC WORKS DEPT/ACHIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES									
11013		1	Federal Tax I.D. Number is required for payment.								
		2	If unable to fill at prices shown, or meet delivery day, please advise immediately.								
		3	All items subject to terms and conditions on reverse.								
DELIVER BY		SHIP VIA		F.O.B.		TERMS					
06/30/15						NET					
CONFIRM BY		CONFIRM TO		REQUISITIONED BY							
MATTHEW PENDELTON		FLORES, TED		JBLACK							
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.		REQ. DATE	
				10106014415090				163867		11/23/15	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST		EXTENDED COST		

1	1295.00	EA	AGNES LEYBA-CRUZ IS REQUESTING A MARKET RENT STUDY FOR SANTA FE MOUNTAIN CENTER FOR RENT ADJUSTMENT/TAX INCLUDED @ \$1,295.00	1.0000	1295.00
2	1295.00	EA	MARKET RENT STUDY FOR LIFE LINK FOR RENT ADJUSTMENT/TAX INCLUDED @ \$1,295.00	1.0000	1295.00
3	1895.00	EA	MARKET RENT STUDY FOR ESPERANZA SHELTER FOR RENT ADJUSTMENT @ \$1,895.00	1.0000	1895.00
4	1495.00	EA	MARKET RENT STUDY FOR TANIA FE RECOVERY CENTER FOR RENT ADJUSTMENT @ \$1,495.00	1.0000	1495.00

SUB-TOTAL 5980.00
TOTAL 5980.00

REMARKS:
11/30/2015
PER NMSA 1978, SEC: 13-1-125
PLEASE SEE ATTACHED 3 QUOTES, IF

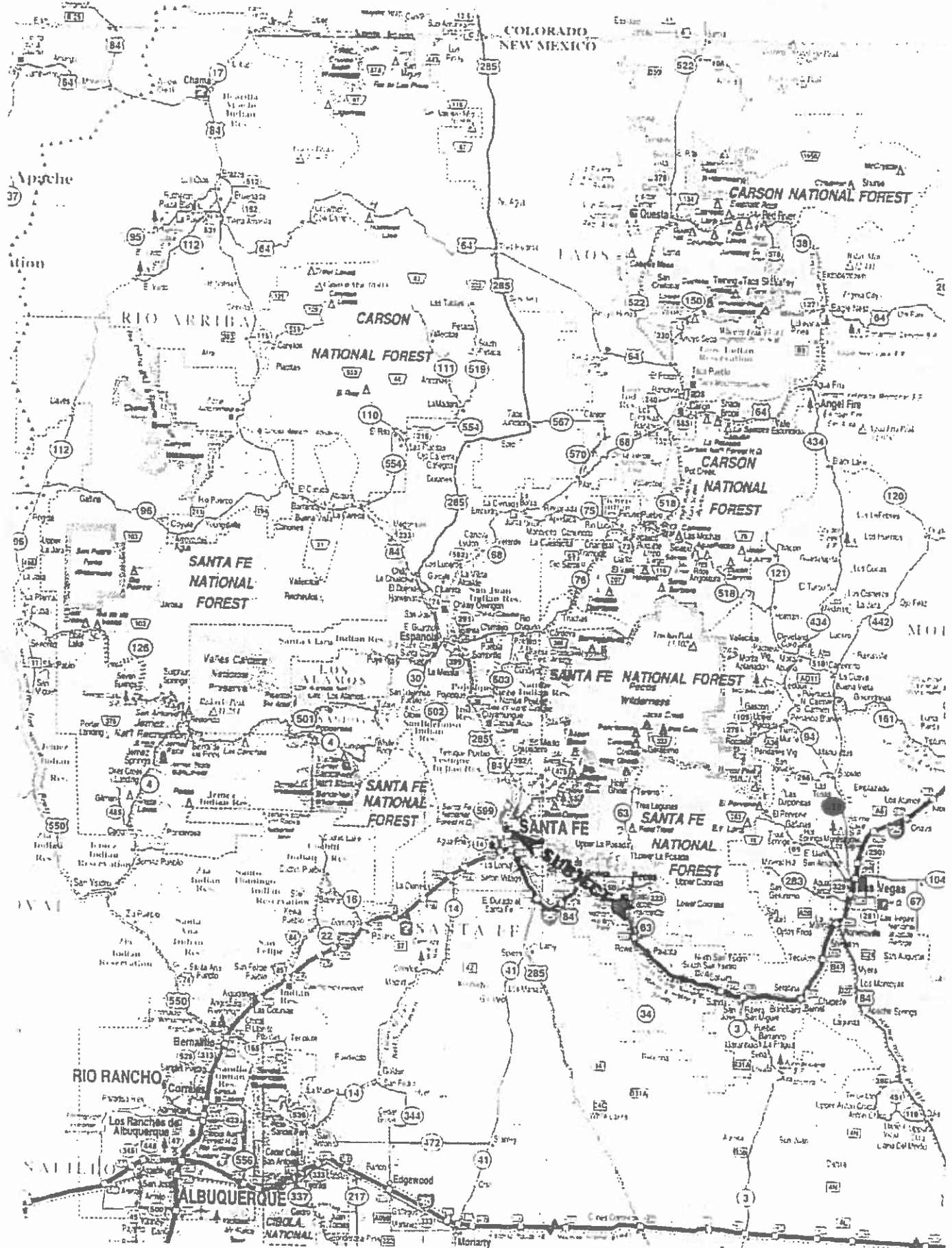
NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE
DIRECTOR OR THE COUNTY PURCHASING AGENT.

AUTHORIZED SIGNATURE & TITLE

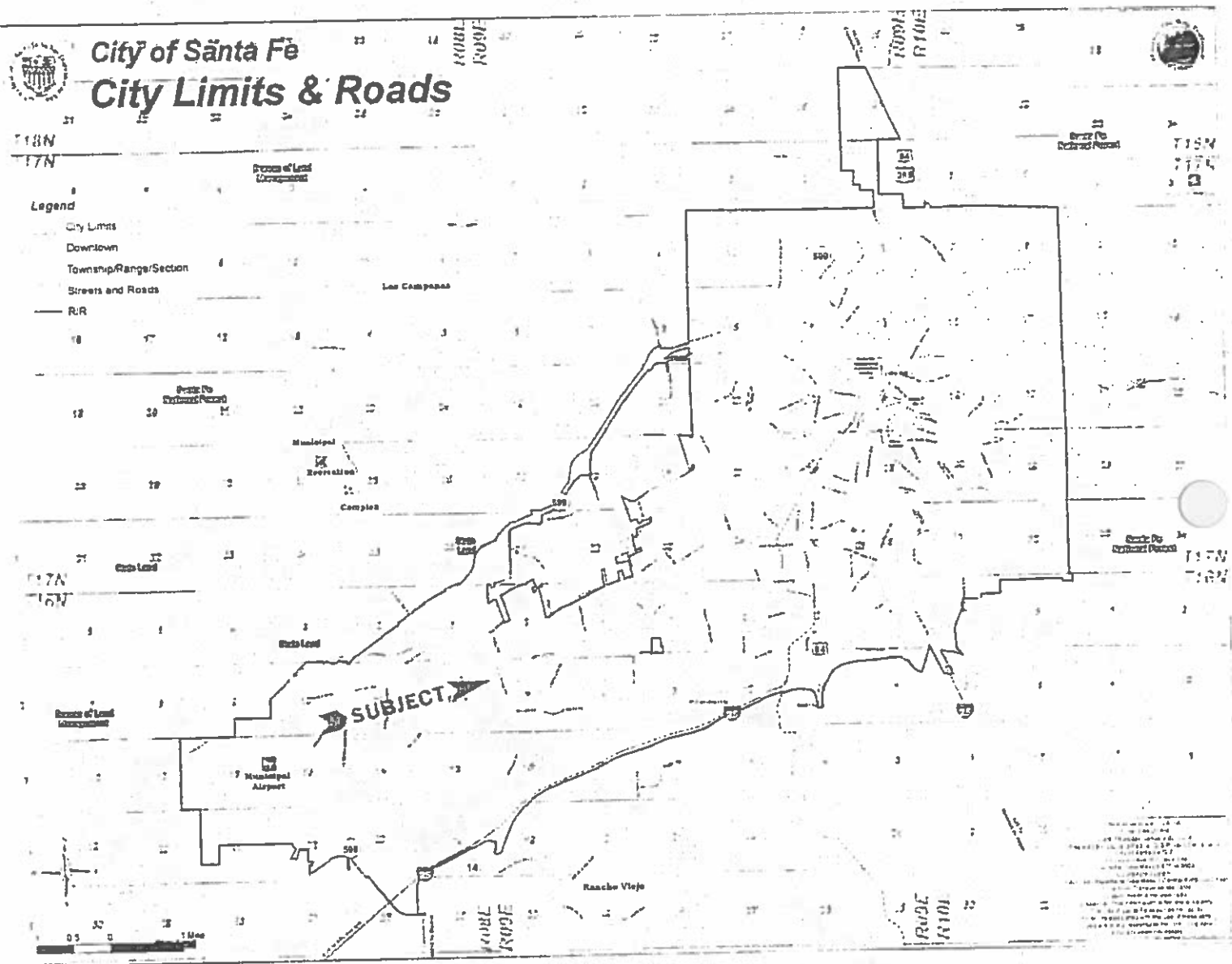
White - Vendor's Copy
Yellow - Purchasing Agent Copy
Pink - Department Head Copy
Blue - File Copy

Contents of Exhibit B

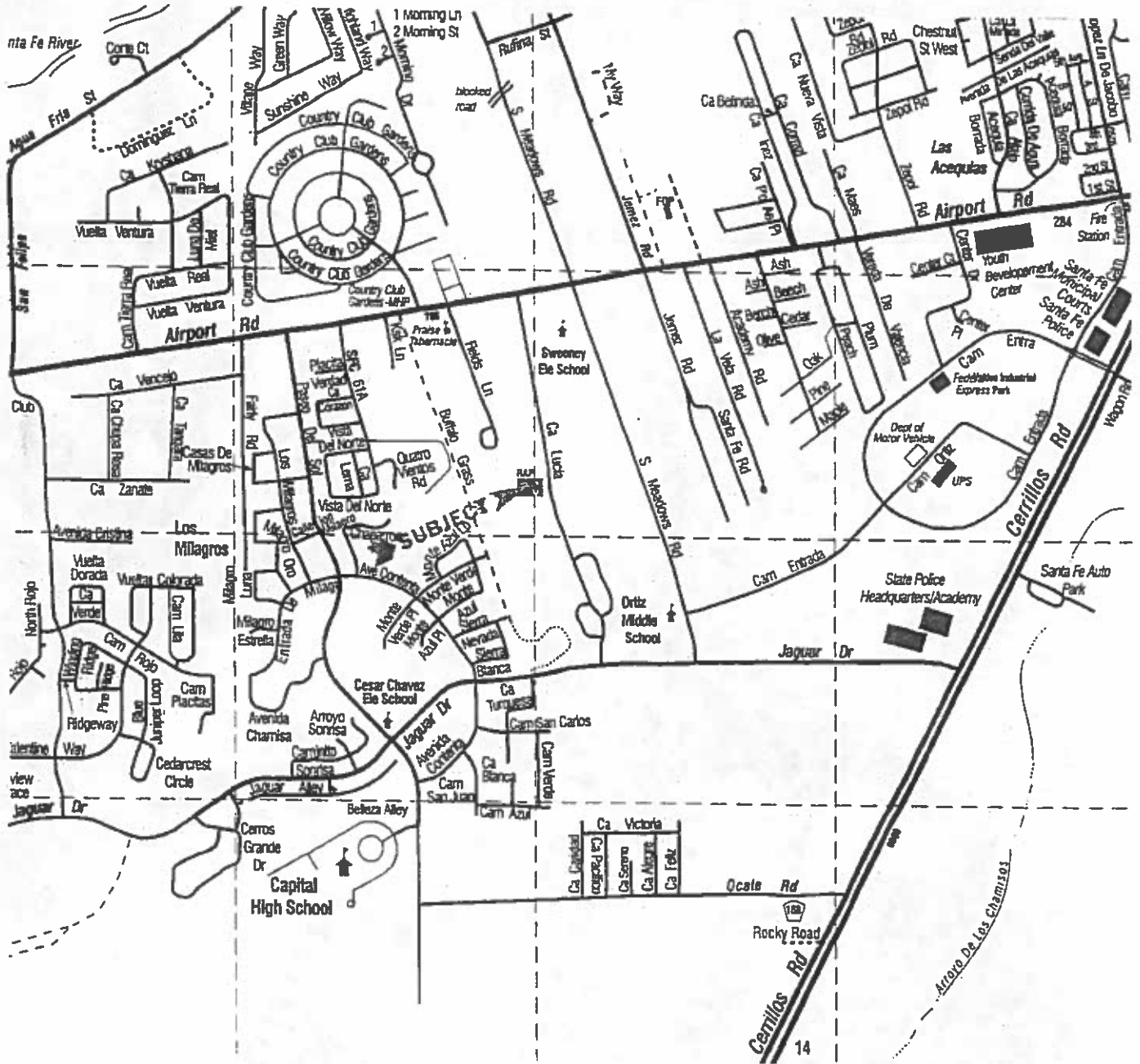
Property Location on New Mexico Map



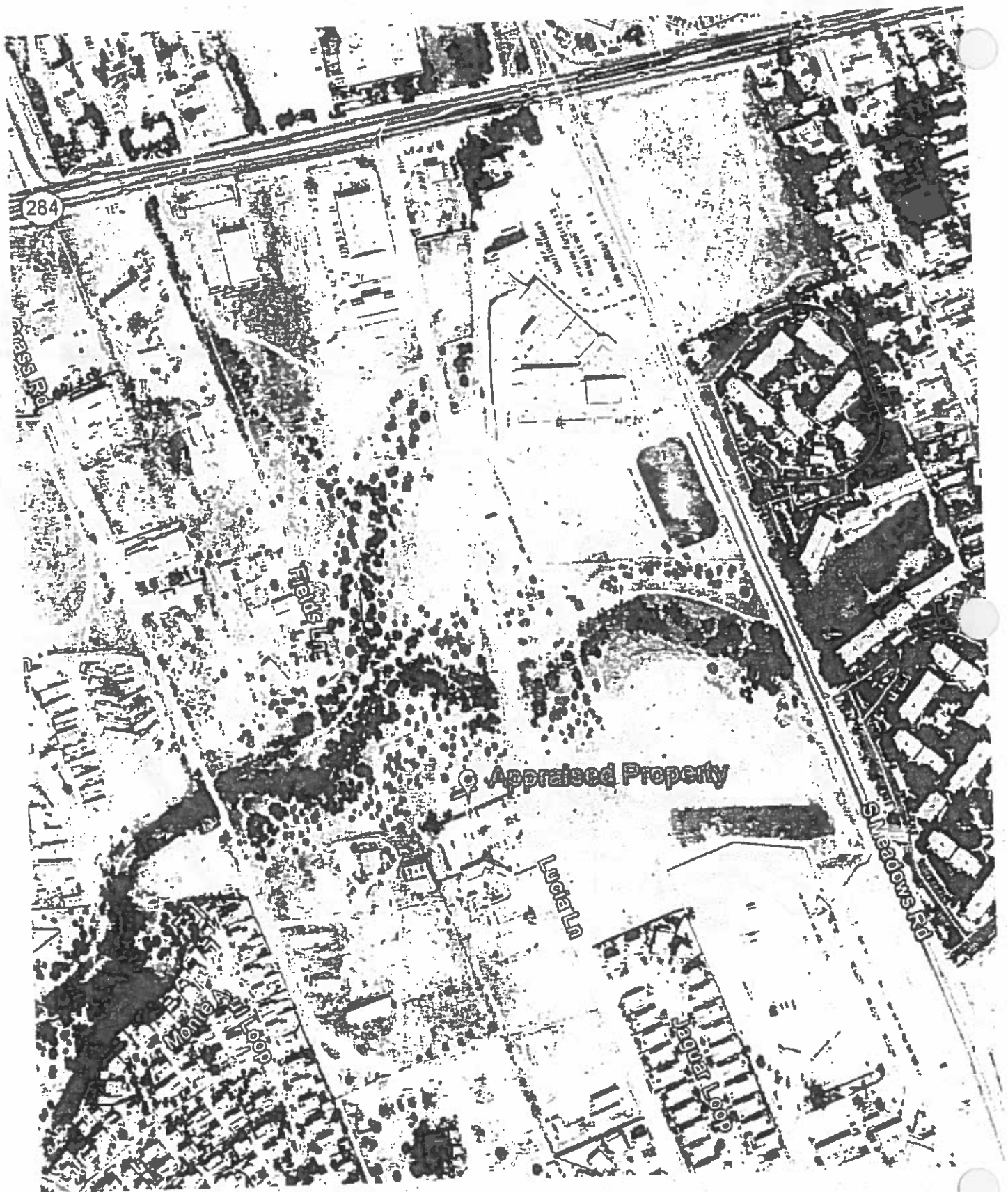
Property Location on City Map
Santa Fe, New Mexico



Property Location on Neighborhood Map
4141 Lucia Lane Santa Fe, New Mexico

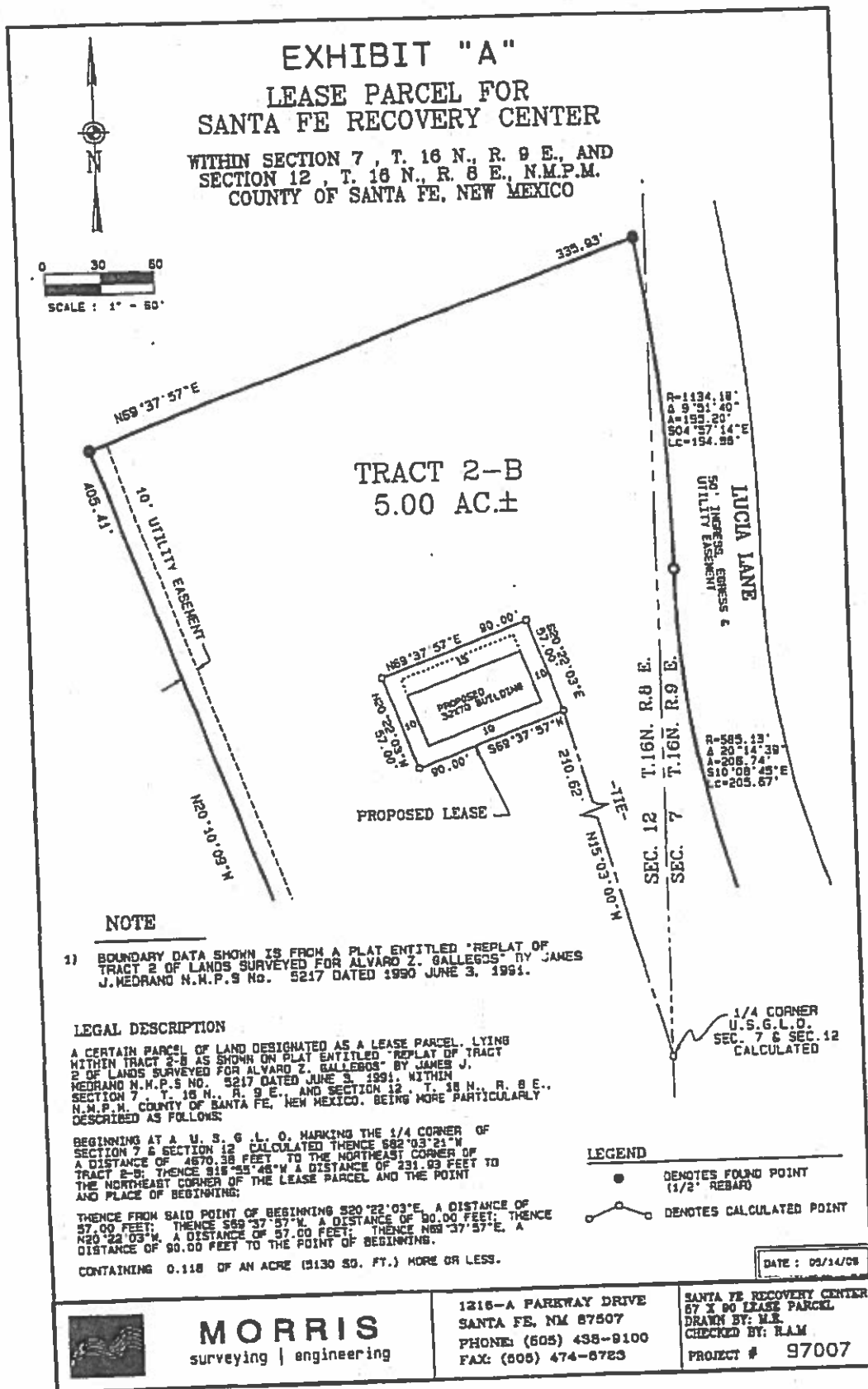


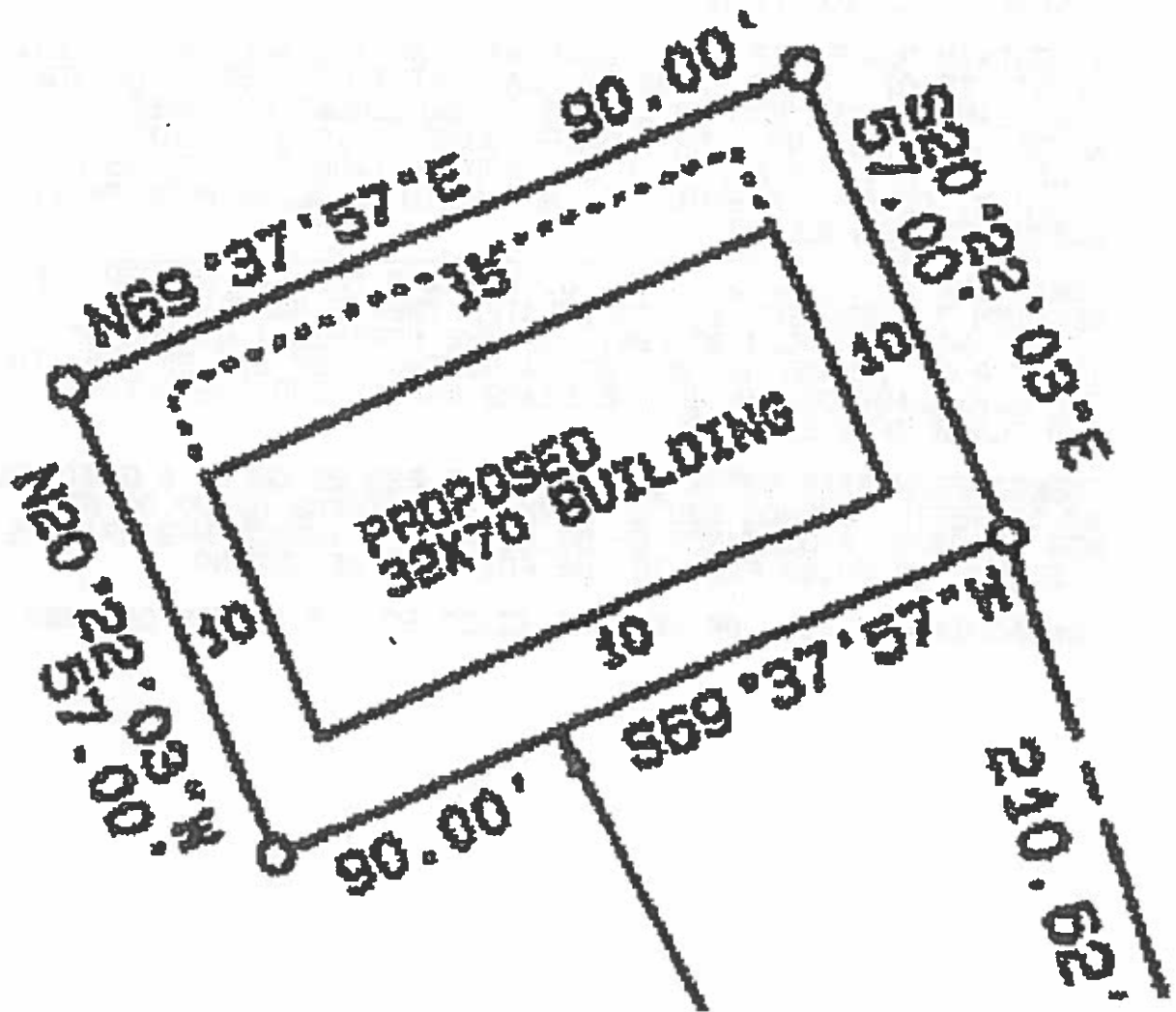
Property Location on Aerial Photograph
Santa Fe, New Mexico



Contents of Exhibit C

1. General Information	1
2. Description of Property	2
3. History of Property	3
4. Current Use	4
5. Zoning and Regulations	5
6. Market Analysis	6
7. Valuation	7
8. Conclusion	8





LEGAL DESCRIPTION

A CERTAIN PARCEL OF LAND DESIGNATED AS A LEASE PARCEL, LYING WITHIN TRACT 2-B AS SHOWN ON PLAT ENTITLED "REPLAT OF TRACT 2 OF LANDS SURVEYED FOR ALVARO Z. GALLEGOS" BY JAMES J. MEDRANO N.M.P.S NO. 5217 DATED JUNE 3, 1991. WITHIN SECTION 7, T. 16 N., R. 9 E., AND SECTION 12, T. 16 N., R. 8 E., N.M.P.M. COUNTY OF SANTA FE, NEW MEXICO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A U. S. G. L. O. MARKING THE 1/4 CORNER OF SECTION 7 & SECTION 12 CALCULATED THENCE S82°03'21"W A DISTANCE OF 4670.38 FEET TO THE NORTHEAST CORNER OF TRACT 2-B; THENCE S16°55'46"W A DISTANCE OF 231.93 FEET TO THE NORTHEAST CORNER OF THE LEASE PARCEL AND THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S20°22'03"E, A DISTANCE OF 57.00 FEET; THENCE S69°37'57"W, A DISTANCE OF 90.00 FEET; THENCE N20°22'03"W, A DISTANCE OF 57.00 FEET; THENCE N69°37'57"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

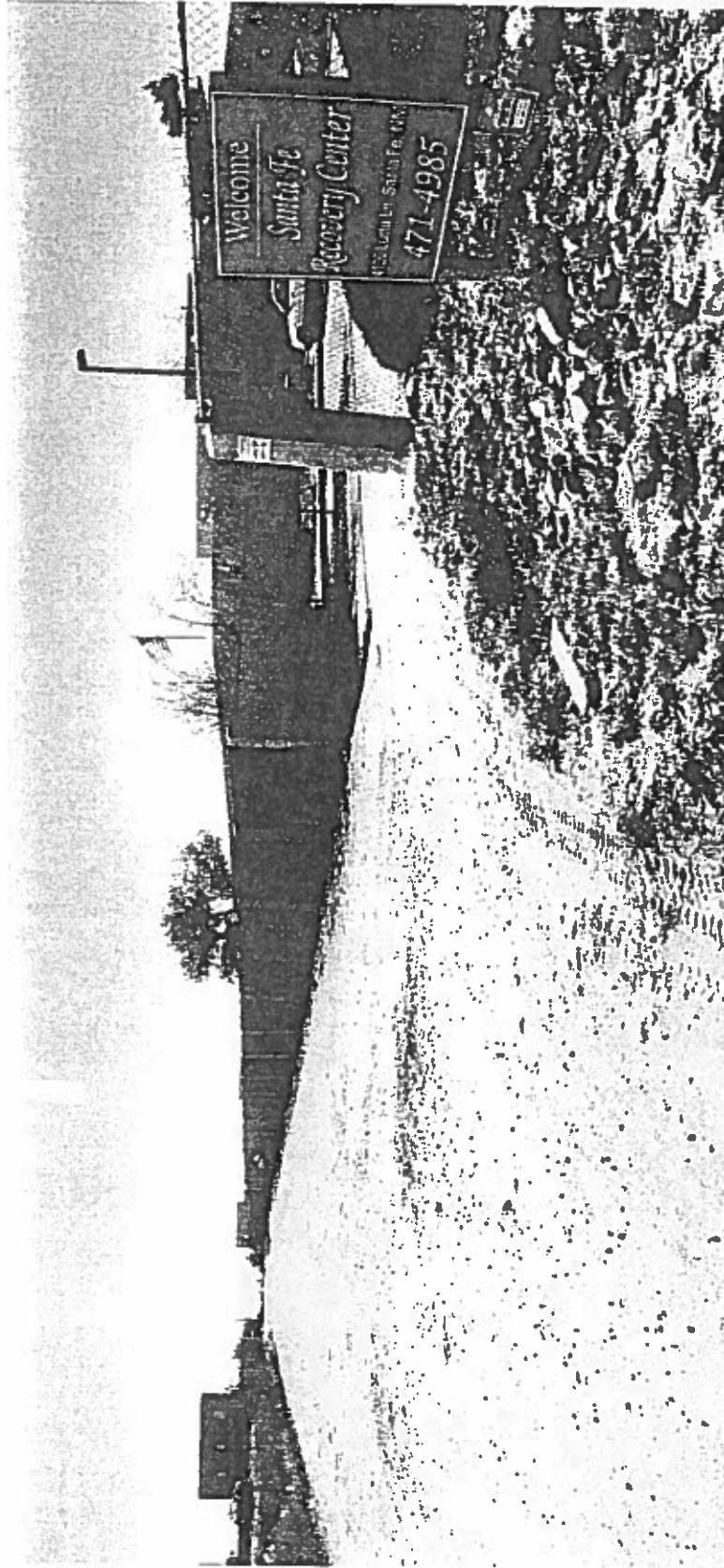
CONTAINING 0.118 OF AN ACRE (5130 SQ. FT.) MORE OR LESS.

Contents of Exhibit D

Property Location on Aerial Photograph
Santa Fe, New Mexico

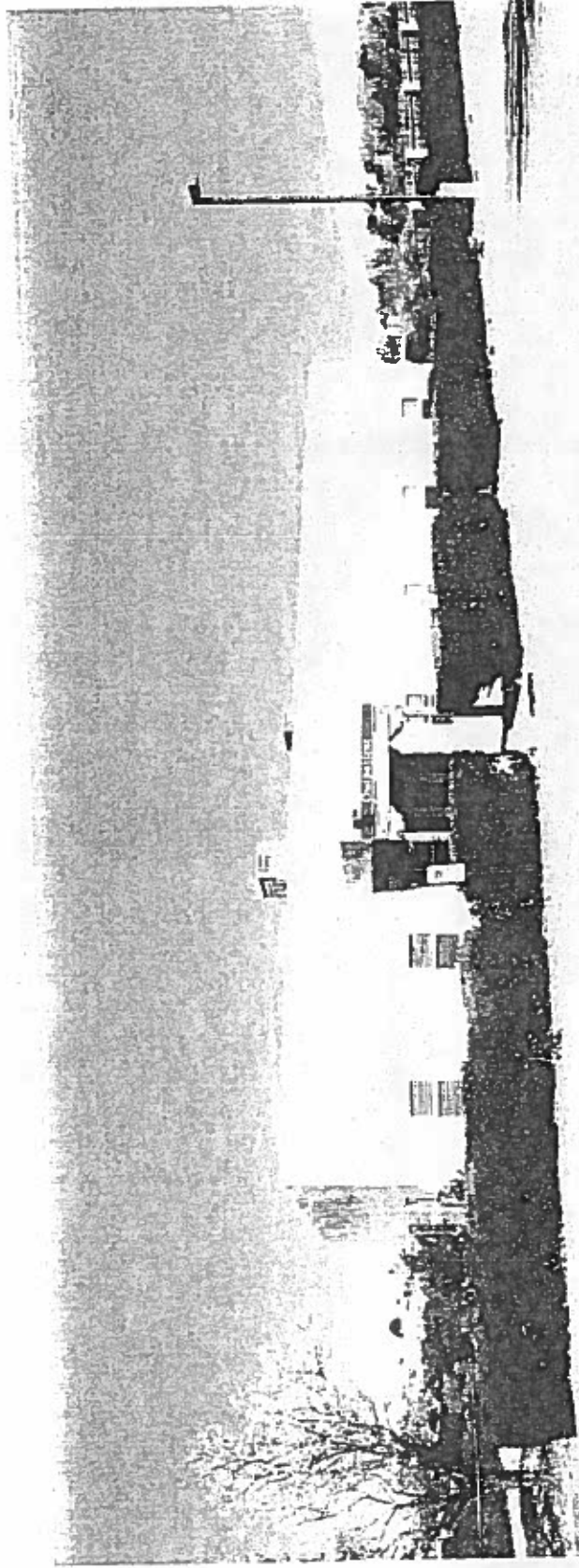


Subject Property Photographs
Santa Fe County Property Recovery Center
4100 Lucia Lane Santa Fe, New Mexico
Taken December 2015 by Pendleton Appraisal, Ltd.



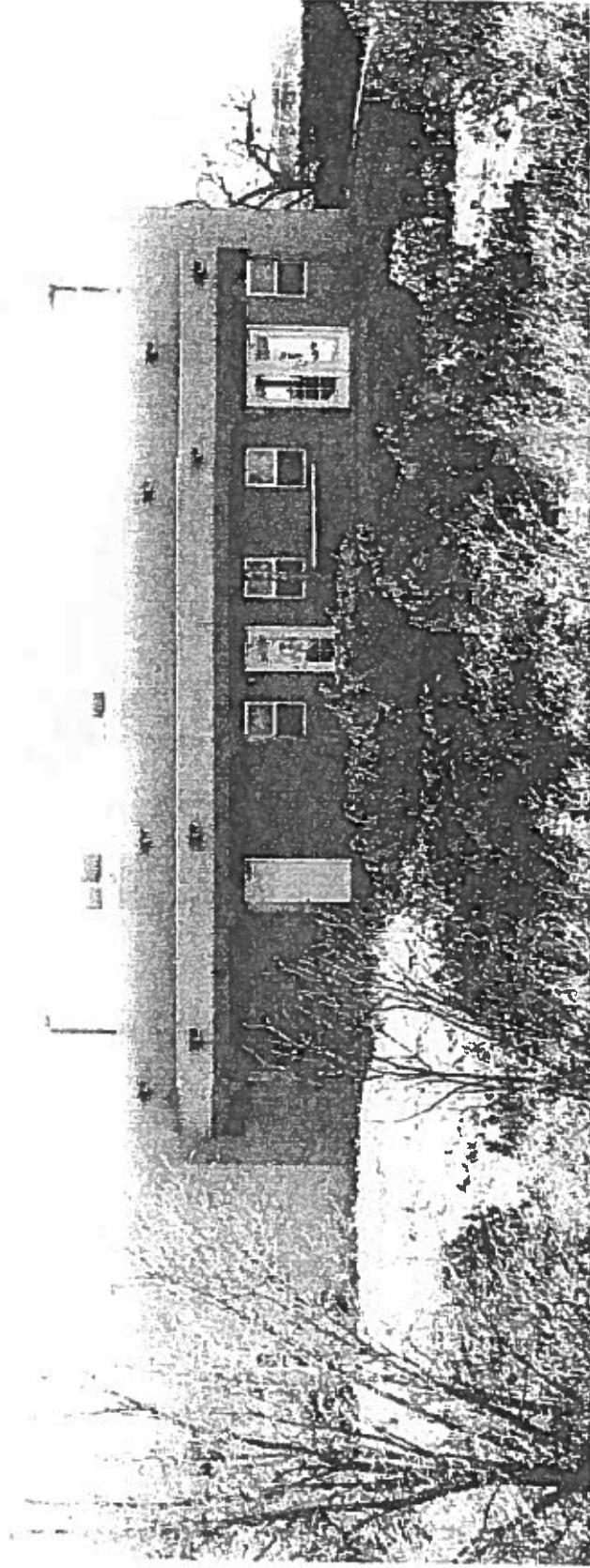
Lucia Lane looking south, entrance to appraised property on right.

Subject Property Photographs
Santa Fe County Property Recovery Center
4100 Lucia Lane Santa Fe, New Mexico
Taken December 2015 by Pendleton Appraisal, Ltd.



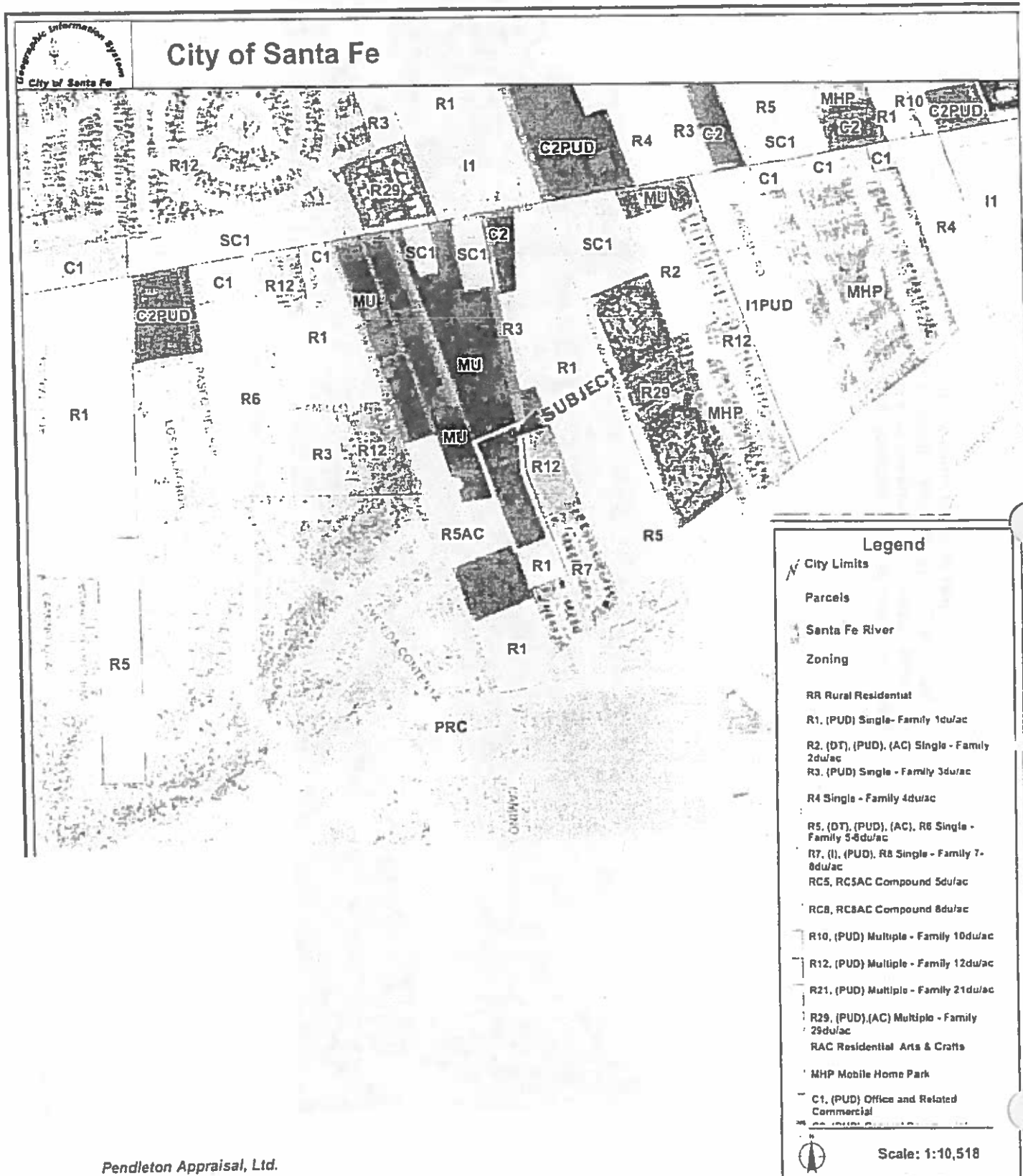
Appraised building looking northeast, taken from shared parking lot.

Subject Property Photographs
Santa Fe County Property Recovery Center
4100 Lucia Lane Santa Fe, New Mexico
Taken December 2015 by Pendleton Appraisal, Ltd.

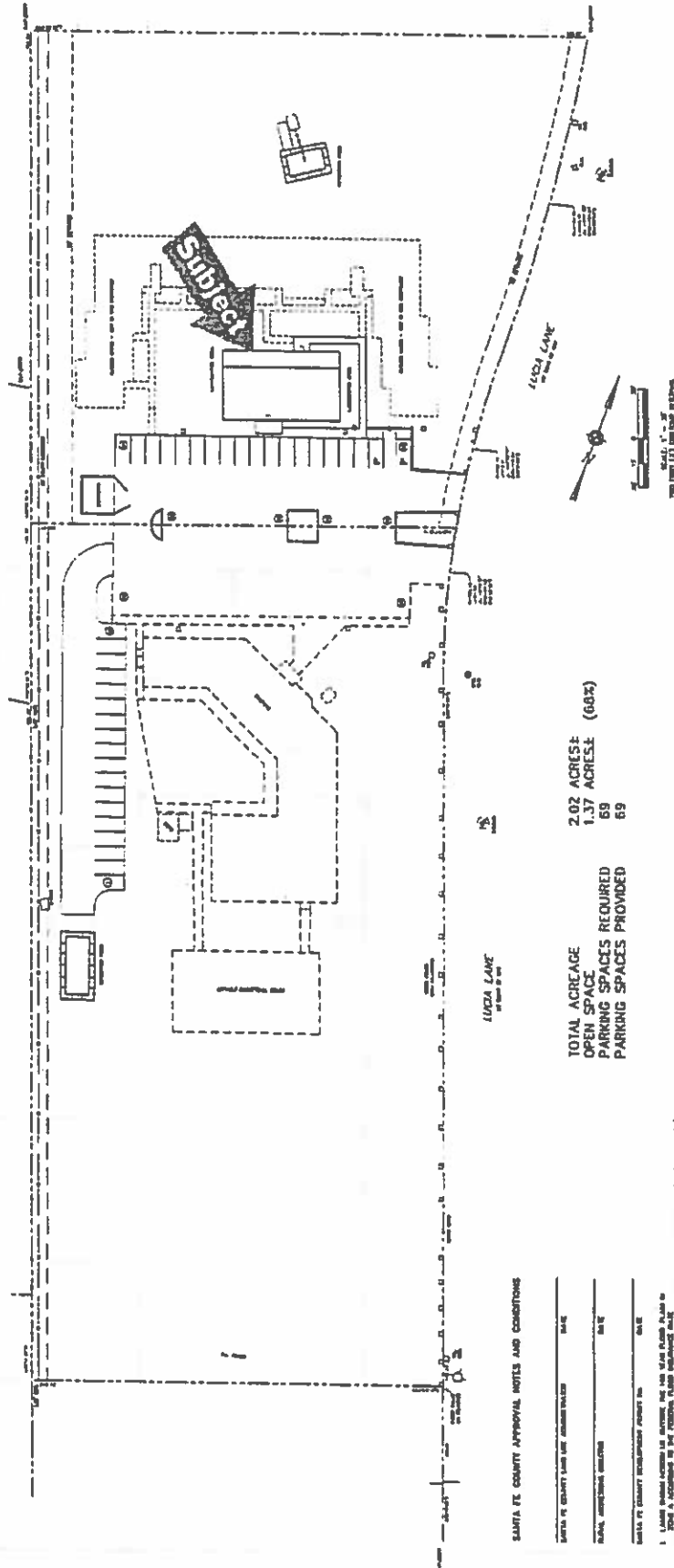


Rear portion of appraised building looking southwest.

Property Location of City Zoning Map
Santa Fe, New Mexico



AMENDED MASTER PLAN
LOT SPLIT
PRELIMINARY & FINAL DEVELOPMENT PLAN
OF TRACT 2-B
WITHIN SECTION 12, T16N, R8E
AND SECTION 7, T16N, R9E, NMPM
FOR
SANTA FE RECOVERY CENTER



TOTAL ACREAGE 2.02 ACRE±
OPEN SPACE 1.37 ACRE± (68%)
PARKING SPACES REQUIRED 69
PARKING SPACES PROVIDED 69

SANTA FE COUNTY APPROVAL NOTES AND CONDITIONS

1. LAND ACQUISITION BY THE STATE OF NEW MEXICO TO BE MADE IN ACCORDANCE WITH THE LAND ACQUISITION ACT, AS AMENDED.
2. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
3. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
4. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
5. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
6. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
7. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
8. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
9. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.
10. THE STATE OF NEW MEXICO SHALL BE RESPONSIBLE FOR THE COST OF THE LAND ACQUISITION.

RME
Santa Fe
Engineering, Inc.
1000 E. 10th Street
Santa Fe, NM 87501
(505) 833-1111

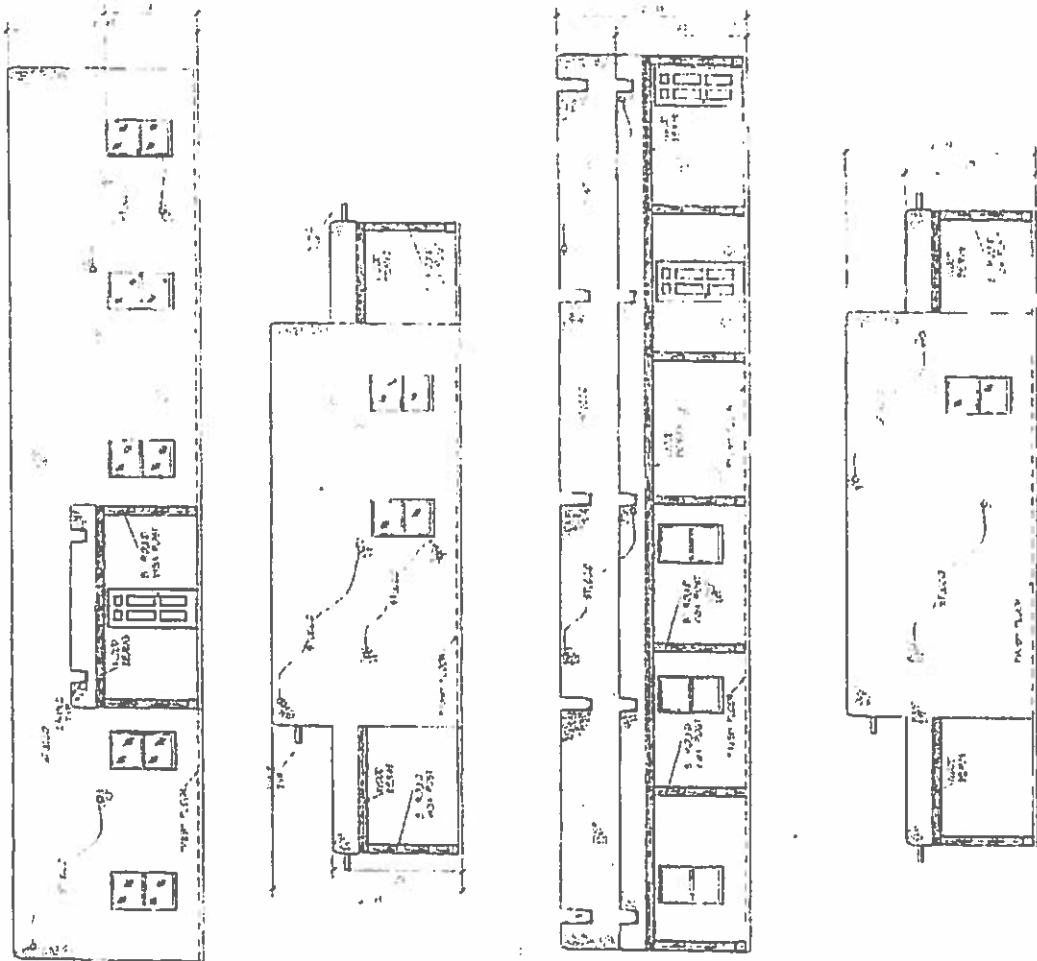
[illegible]

6

ELEVATIONS
 1/4" = 1' - 0"

AN OFFICE BUILDING FOR
 SANTA FE RECOVERY CENTER
 SANTA FE NM 87505

SACR/ASB
 10/21/2000
 1/4" = 1' - 0"



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

February 25, 2016

Santa Fe Recovery Center, Inc.
Attn. Sylvia Barela, BS, MBA
Executive Director
4100 Lucia Lane
Santa Fe, NM 87507

Re: Rent Adjustment

Dear Ms. Barela,

In October of 2009 Santa Fe County ("County") entered into a lease agreement, as amended, ("Agreement") with Santa Fe Recovery Center, Inc. ("Center") for the property located at 4100 Lucia Lane in Santa Fe New Mexico ("Premises"). The Premises consists of approximately 2,256 square feet of usable building area. Article 3A of the Agreement states, in part:

"A market appraisal of the rental value of the Premises shall be conducted by the County every five (5) years of the term of this Lease and the rent adjusted accordingly."

The Property was appraised by Pendleton Appraisal, LTD., and a report entitled "Market Rent Estimate Appraisal Report of Real Property" ("Appraisal") has been received by the County. A copy of the Appraisal will be provided to the Center upon request. The Appraisal indicated a final estimate of market rent for the Property to be \$13.00 per square foot annually (\$29,328 per year). Article 3A of the Agreement provides for a rental rate of \$12.00 per square foot annually (\$27,072 per year). It is important to note that the monthly building maintenance charges are not affected. The County will prepare a draft Amendment No. 2 for the upward adjustment of rent for your review. Once the new amendment is approved by the Center and the Board of County Commissioners, it will require approval by the New Mexico Board of Finance before the new rent becomes effective.

We would also like to take this opportunity to review recent quarterly submissions, valuation of uncompensated services, reimbursement rates, and statements of any shortfalls in services that are required to be submitted to the Director of the Community Services Department (as provided for in the Agreement). Representatives of the Community Services Department will be in contact with you in order to discuss any changes to the required quarterly reports that may be necessary.

If you have any questions please contact Terry Lease by phone at 505-992-3038 or by e-mail at tjlease@santafecountynm.gov.

Sincerely,

Terry Lease
Santa Fe County Public Works Department
Facilities, Operations & Maintenance Manager
Office Phone 505-992-3038

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: *August 31, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Department Director*

ITEM AND ISSUE: *BCC Meeting September 13, 2016*

Approval of Amendment No. 4 to the Lease Agreement No. 2010-0447-CSD/PL between Santa Fe County and Santa Fe Mountain Center, Inc. for the Lease of Office Space and Property at 1160 Parkway Drive in Santa Fe, NM; Authorizing the Submittal of Amendment No. 4 to the State Board of Finance for Approval (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of Amendment No. 4 to the Lease Agreement No. 2010-0447-CSD/PL between Santa Fe County and Santa Fe Mountain Center, Inc. ("SFMC") for the lease of office space and property located at 1160 Parkway Drive in Santa Fe, NM. If approved, the Public Works Department is requesting authorization to submit Amendment No. 4 to the State Board of Finance for approval.

BACKGROUND:

In 2009 the County and SFMC entered into an agreement, Lease No. 2010-0447-CSD/PL, ("Lease") for the lease of office space and property located at 1160 Parkway Drive, in Santa Fe, NM. The Lease was amended twice in 2009 and once in 2010 to provide for more favorable terms for the County as authorized by the New Mexico State Board of Finance and to clarify other terms and conditions of the Lease and understanding of the parties. According to Article 1.A. of Lease Amendment No. 3, a market appraisal of the rental value of the property shall be conducted by the County every five (5) years of the term of the Lease and the rent adjusted accordingly.

As a result of the Market Rent Estimate completed December 11, 2015, the Lease is being amended to provide for adjustment of the annual rent. The annual rent adjustment is a decrease in the amount of \$10,045.

ACTION REQUESTED:

Approval of Amendment No. 4 to Lease Agreement No. 2010-0447-CSD/PL and authorization for the Public Works Department to submit it to the State Board of Finance for approval.

AMENDMENT NO. 4
TO LEASE BETWEEN SANTA FE COUNTY AND
SANTA FE MOUNTAIN CENTER, INC.

This amendment is made and entered into this 1 day of July, 2016, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **Santa Fe Mountain Center, Inc.** ("SFMC"), a New Mexico corporation.

WHEREAS, in August 2009 the County and SFMC entered into a lease agreement ("Lease") in contemplation of the County acquiring property so that SFMC could provide services to sick and indigent persons in Santa Fe County; and

WHEREAS, the specific terms of the Lease provided that it would not be binding or effective until approved by the New Mexico State Board of Finance ("BOF"); and

WHEREAS, certain terms and conditions of the Lease were amended twice in 2009 and once in 2010 to provide more favorable terms for the County as authorize by the BOF and to clarify other terms and conditions of the lease and understandings of the parties; and

WHEREAS, SFMC is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value. The County has completed a Market Rent Estimate dated December 11, 2015, for the building leased by the SFMC and the Lease needs to be amended to provide for adjustment of the annual rent based on the Market Rent Estimate; and

WHEREAS, through the various amendments made to Paragraph 3 of the Lease (Rent and Maintenance Charges), the original provision 3.B **Building and Maintenance Charges**, was inadvertently removed from the Lease. The Lease needs to be amended to insert the original provision regarding **Building and Maintenance Charges**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows to amend the Lease as follows:

1. Paragraph 3 **Rent and Maintenance Charges**, a new subparagraph "D" is inserted to read:

D. SFMC shall pay to the County, in addition to rent, the sum of five hundred dollars (\$500.00) each month, due by the tenth (10th) day of each month for maintenance of the Property pursuant to the County's maintenance obligations as provided in Paragraph 8 herein. Such charges must be paid in cash each month and may not be offset as provided for in Exhibit B. The maintenance charges shall increase by one hundred dollars (\$100.00) per month every five (5) years of the term of this Lease.

2. Paragraph 3.A. Annual Rent of the Lease is amended by inserting a subparagraph "(a)" to read:

(a) By Amendment No. 4 to this Lease and based on a Market Rent Estimate dated December 11, 2015, commencing March 16, 2016, SFMC will pay the County an annual rent of \$36,770.00 based on \$10.00 per square foot for 3,677 square feet of usable building area and parking area.

3. Exhibit B to the Lease, the first sentence in Paragraph 2 is deleted in its entirety and replace with:

Beginning March 16, 2016, SFMC shall provide the Santa Fe County Community Services Department with a written report that contains the information in (i) through (iii) below and other information or data as requested by the County. The quarterly reports will be submitted no later than April 30, July 31, October 31, and January 31, of each year during the term of this Lease.

4. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4 shall remain in full force and effect.

5. This Amendment is not effective until approved by the New Mexico State Board of Finance.

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY

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

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

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

7-7-16
Date

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

7/10/16
Date

SANTA FE MOUNTAIN CENTER, INC.

Tiffany Wigner, MA, LPC-S
(signature and title)
Executive Director

7/11/16
Date

NEW MEXICO STATE BOARD OF FINANCE

Date

LEASE AMENDMENT NO. 3

BY AND BETWEEN

SANTA FE COUNTY and SANTA FE MOUNTAIN CENTER, INC.

THIS LEASE AMENDMENT NO. 3 is made and entered into by and between Santa Fe County (hereinafter "County") and the Santa Fe Mountain Center, Inc. (hereinafter "SFMC") and supersedes Amendments 1 and 2 of the lease previously executed by and between the parties in their entirety.

WHEREAS, the County and SFMC did enter into a long-term lease agreement, in August 2009, in contemplation of the County acquiring property so that SFMC could provide services, which could legally be expected to be provided by a governmental entity, to sick and indigent persons in Santa Fe County; and

WHEREAS, the certain terms and conditions of the lease were amended on October 15, 2009 by Amendment No. 1 and on November 4, 2009 by Amendment No. 2; and

WHEREAS, state law requires that a long term property lease and any amendment(s) thereto are not binding or effective until approved by the New Mexico State Board of Finance (hereinafter "BOF"); and

WHEREAS, the County was not able to procure the property originally described in the Lease (including the Amendments thereto) and is now in the process of executing a new Purchase Agreement for different property and this requires yet another amendment to the lease; and

WHEREAS, the County and SFMC are in agreement to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the County and SFMC now agree as follows:

1. Paragraph 3A of the Original Lease Agreement, "Rent and Maintenance Charges", is hereby amended to delete the original Paragraphs A & B in their entirety and to substitute the following Paragraphs A, B and C to read as follows:
 - A. SFMC will pay the County an annual rent of Forty-Six Thousand Eight Hundred Fifteen dollars and no/cents (\$46,815.00) for the Property, payable as set forth in Exhibit B, attached hereto and incorporated herein.
 - B. A market appraisal of the rental value of the Property shall be conducted by the County every five (5) years of the term of this Lease and, at the time any increase in value is shown on the updated appraisal, the rent shall be adjusted accordingly.

- C. As it is anticipated that SFMC will build climbing wall(s) and, if these are to be affixed to the real property in a permanent manner, they shall be considered as real property improvement and any resulting increase in value of the real property shall warrant an updated appraisal and a modification of the rent shall be made based on the new appraised value shown.
2. Paragraph 4A of the agreement, "Use of Property", is hereby amended to read as follows:
- A. SFMC shall use the Property to provide appropriate rehabilitative services to sick and indigent persons in Santa Fe County. The County is not a participant, nor in any way involved in, the operation of SFMC or the services provided by SFMC.
3. Paragraph 26D of the agreement, "Damage or Destruction of Property", is hereby amended to read as follows:
- D. Repairs for all warranty items and/or major structural problems referred to in the Lease as being the responsibility of the County, arising from either construction design or natural causes, shall be commence, by the County, within thirty (30) days of notification by SFMC that such repairs are necessary.
4. Paragraph 26 of the agreement, "Damage or Destruction of Property" is hereby amended to add a new Paragraph E which shall read as follows:
- E. Repairs are subject to the County having sufficient appropriations. The determination as to whether such appropriations are available is in the County's sole discretion.
5. Exhibit A to the Agreement is hereby amended to provide for a new legal description of the title for that property commonly known as 1160 Parkway Drive, Santa Fe, New Mexico, also known as Lot 52, Richards Avenue Business Park, Phase 4, City of Santa Fe, in Santa Fe, New Mexico, as shown on that plat of survey filed in the office of the County Clerk, Santa Fe County, New Mexico on June 28, 2004 in Plat Book 562, Pages 028-031, as #1335001, consisting of approximately 3,677 square feet together with a thirteen (13) space parking area.
6. Paragraph 1.A. of Exhibit B to the Agreement is hereby amended to read as follows:
The monthly building and maintenance charge must be paid, to the County, by SFMC, in ready and available funds, commencing on or before the day of taking possession of the Property and by the 10th of each month thereafter .
7. Paragraph 2 of Exhibit B to the Agreement is hereby amended to read as follows:
2. Each quarter, beginning on September 30, 2010, SFMC shall provide the County with a report that contains each of the following:
- i. a written description and valuation of the shortfall to SFMC for the difference between the fair market value of the services provided to the sick and indigent residents of Santa Fe County, including the target populations after the application of CYFD payments, and/or uncompensated services provided to sick and indigent Santa Fe County residents due to insufficient CYFD funding ("Monetary Shortfall");
- ii. a listing of the most current CYFD reimbursement rates; and

- iii. any and all documentation required by the County in order that the County may verify such Monetary Shortfall.

The fair market value of the services provided shall be equal to the average of the Brown Center and Project Adventure (information concerning these programs is attached as Exhibits C and D) or comparable programs, upon approval by the Director of the State Board of Finance.

8. All prior references to "property" in the Original Lease, including the exhibits attached thereto, and/or Amendment No. 1 or Amendment No. 2, are hereby deleted and, in lieu thereof, the new property (to be acquired and which is the subject of this Lease and its Amendments) shall be as ^{8/9/10} ~~provided for and described in Exhibit A above.~~ ^{8c} amended in paragraph 5 above. (P)
9. All other provisions of the original Agreement not amended, replaced, or suspended by this Amendment No. 3 shall remain in full force and effect.

SANTA FE COUNTY:


HARRY B. MONTOYA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

(MSA 8-4-10)
Date: 7-15-10

APPROVED:


STEPHEN C. ROSS
COUNTY ATTORNEY

ATTEST:


VALERIE ESPINOZA
COUNTY CLERK

SANTA FE MOUNTAIN CENTER, INC.


Sky Gray, Director

Date: July 15, 2010

APPROVED:


STATE BOARD OF FINANCE

Date: 8/9/10

LEASE AMENDMENT NO. 2

SANTA FE COUNTY and MOUNTAIN CENTER, INC.

THIS AMENDMENT is made and entered into by and between Santa Fe County (hereinafter "County") and the Santa Fe Mountain Center (hereinafter "SFMC") and supercedes Amendment 1 of the lease between the parties in its entirety.

WHEREAS, the County and SFMC have entered into a lease agreement, in August 2009, for the lease of land to SFMC in order to provide services to sick and indigent persons in Santa Fe County; and

WHEREAS, the specific terms of the lease provided that it would not be binding or effective until approved by the New Mexico State Board of Finance (hereinafter "BOF") and that such terms could be more favorable to the County; and

WHEREAS, the BOF did, in fact, authorize revisions to the Lease which provide changes that are more favorable to the County.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the County and SFMC now agree as follows:

1. Paragraph 3A of the agreement, "Rent and Maintenance Charges", is hereby amended to read as follows:
 - A. SFMC will pay the County an annual rent of Thirty-Seven Thousand Five Hundred dollars (\$37,500) for the Property, payable as set forth in Exhibit B, attached hereto and incorporated herein.
 - B. A market appraisal of the rental value of the Property shall be conducted by the County every five (5) years of the term of this Lease and at the time that phase II of the Master Plan is completed and if any appraisal shows any increase in value, the rent shall be adjusted accordingly.
2. Paragraph 4A of the agreement, "Use of Property", is hereby amended to read as follows:
 - A. SFMC shall use the Property to provide appropriate rehabilitative services to sick and indigent persons in Santa Fe County.
 - B. The property will be used as an overnight therapeutic camp site seasonally (i.e., approximately April through September, for approximately 130 days per year) and the services provided thereunder shall include therapeutic adventure programs that combine outdoor experiences and healing techniques.
 - C. The County is not a participant, nor in any way involved in, the operation of SFMC or the services provided by SFMC.
3. Paragraph 26D of the agreement, "Damage or Destruction of Property"; is hereby amended to read as follows:
 - A. Repairs for all warranty items and/or major structural problems referred to in the Lease as being the responsibility of the County, arising from either construction design or natural causes, shall be

commence, by the County, within thirty (30) days of notification by SFMC that such repairs are necessary.

- B. Repairs are subject to the County having sufficient appropriations. The determination as to whether such appropriations are available is in the County's sole discretion.

4. Paragraph 2 of Exhibit B to the Agreement is hereby amended to read as follows:

- A. Each quarter, beginning on June 30, 2010, SFMC shall provide the County with a report that contains each of the following:

1. a written description and valuation of the shortfall to SFMC for the difference between the fair market value of the services provided to the sick and indigent residents of Santa Fe County, including the target populations after the application of CYFD payments, and/or uncompensated services provided to sick and indigent Santa Fe County residents due to insufficient CYFD funding ("Monetary Shortfall");

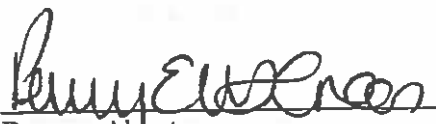
2. a listing of the most current CYFD reimbursement rates; and

3. any and all documentation required by the County in order that the County may verify such Monetary Shortfall.

- B. The fair market value of the services provided shall be equal to the average of the Brown Center and Project Adventure (information concerning these programs is attached as Exhibits C and D) or comparable programs, upon approval by the Director of the State Board of Finance.

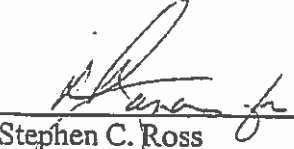
5. All other provisions of the original Agreement not amended, replaced, or suspended by this Amendment No. 2 shall remain in full force and effect.

SANTA FE COUNTY:

for 
Roman Abeyta
County Manager

Date: 11/4/09.


APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney

Date: 11-4-09

SANTA FE MOUNTAIN CENTER, INC

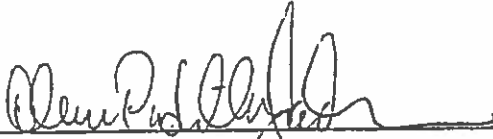


Sky Gray, Director

Date: 11-4-09

APPROVED:

NEW MEXICO STATE BOARD OF FINANCE



Date: Nov 9, 2009

Santa Fe Mountain Center Inc.
 Substantiation of in-kinds services for lease on facility 2.25.2009

Services

Proposed Client Service Day (CSD)	Contract	Contract Value per CSD in \$	Fair Market Value per CSD in \$	Total Contract Value	Total Fair Market Value	Variance of Fair Market Value to Contract	% dif, Fair Market Value to Contract
670	Value Options	94	150	\$ 62,980	\$100,500	\$ 37,520	37.33%

Therapeutic Adventure Programs

of program days = 67

Total in-kind services = \$37,520

Fair Market Comparisons for program

The fee of \$150.00 per client per day was averaged out by rates charged from our DOH contract, our private fee contracts, The Brown Center out of New Hampshire and Project Adventure out of Hamilton Mass they charge \$150-\$175 per CSD.

LEASE AMENDMENT NO. 1

SANTA FE COUNTY and MOUNTAIN CENTER, INC.

THIS AMENDMENT is made and entered into by and between Santa Fe County (hereinafter "County") and the Santa Fe Mountain Center (hereinafter "SFMC").

WHEREAS, the County and SFMC have entered into a lease agreement, in August 2009, for the lease of land to SFMC in order to provide services to sick and indigent persons in Santa Fe County; and

WHEREAS, the specific terms of the lease provided that it would not be binding or effective until approved by the New Mexico State Board of Finance (hereinafter "BOF") and that such terms could be more favorable to the County; and

WHEREAS, the BOF did, in fact, authorize revisions to the Lease which provide changes that are more favorable to the County.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the County and SFMC now agree as follows:

1. Paragraph 3A of the agreement, "Rent and Maintenance Charges", is hereby amended to read as follows:
 - A. SFMC will pay the County an annual rent of Thirty-Seven Thousand Five Hundred dollars (\$37,500) for the Property, payable as set forth in Exhibit B, attached hereto and incorporated herein.
 - B. A market appraisal of the rental value of the Property shall be conducted by the County every five (5) years of the term of this Lease and if the appraisal shows any significant improvement(s) have been made to the property as a result of the Master Development plan attached to the property, the rent shall be adjusted accordingly.
2. Paragraph 4A of the agreement, "Use of Property", is hereby amended to read as follows:
 - A. SFMC shall use the Property to provide appropriate rehabilitative services to sick and indigent persons in Santa Fe County.
 - B. The property will be used as an overnight therapeutic camp site seasonally (i.e., approximately April through September, for approximately 130 days per year) and the services provided thereunder shall include therapeutic adventure programs that combine outdoor experiences and healing techniques.
 - C. The County is not a participant, nor in any way involved in, the operation of SFMC or the services provided by SFMC.
3. Paragraph 26D of the agreement, "Damage or Destruction of Property", is hereby amended to read as follows:
 - A. Repairs for all warranty items and/or major structural problems referred to in the Lease as being the responsibility of the County, arising from either construction design or natural causes, shall be

commence, by the County, within thirty (30) days of notification by SFMC that such repairs are necessary.

- B. Repairs are subject to the County having sufficient appropriations. The determination as to whether such appropriations are available is in the County's sole discretion.

4. Paragraph 2 of Exhibit B to the Agreement is hereby amended to read as follows:

- A. Each quarter, beginning on June 30, 2010, SFMC shall provide the County with a report that contains each of the following:

1. a written description and valuation of the shortfall to SFMC for the difference between the fair market value of the services provided to the sick and indigent residents of Santa Fe County, including the target populations after the application of CYFD payments, and/or uncompensated services provided to sick and indigent Santa Fe County residents due to insufficient CYFD funding ("Monetary Shortfall");
2. a listing of the most current CYFD reimbursement rates; and
3. any and all documentation required by the County in order that the County may verify such Monetary Shortfall.

- B. The fair market value of the services provided shall be equal to the average of the Brown Center and Project Adventure.

5. All other provisions of the original Agreement not amended, replaced, or suspended by Amendment No. 1 shall remain in full force and effect.

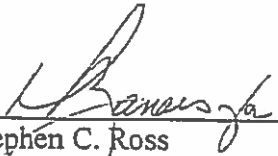
SANTA FE COUNTY:



Roman Abeyta
County Manager

Date: 10/15/03

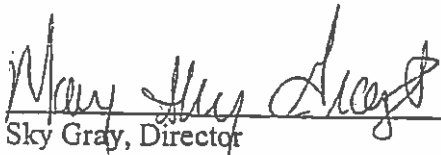
APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney

Date: 10-15-09

SANTA FE MOUNTAIN CENTER, INC

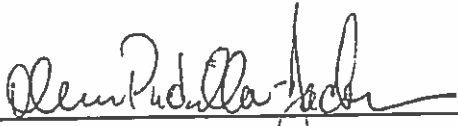


Mary Sky Gray, Director

Date: 10-15-09

APPROVED:

NEW MEXICO STATE BOARD OF FINANCE



Date: Nov 9, 2009

**LEASE BY AND BETWEEN
SANTA FE COUNTY
AND
SANTA FE MOUNTAIN CENTER, INC.**

The parties to this agreement (hereinafter "Lease") between Santa Fe County (hereinafter "County"), a political subdivision of the State of New Mexico, as Lessor, and Santa Fe Mountain Center, Inc., (hereinafter "SFMC"), a New Mexico nonprofit corporation as Lessee, agree as follows:

1. Recitals.

- A. The County is in the process of acquiring certain real property, which includes certain existing structures, located in Santa Fe County, New Mexico as further described in Exhibit A attached hereto and is hereinafter referred to as the "Property."
- B. Upon acquisition of said Property, the County desires to lease said Property to SFMC and, SFMC having demonstrated a history of service to sick and indigent persons in Santa Fe County, desires to lease, from the County, said Property in order to provide services to sick and indigent persons in Santa Fe County, which services could legally be expected to be provided by a governmental entity.

- 2. Term.** The term of this Lease shall be for twenty-five (25) years commencing on _____, or the date of Board of Finance approval, whichever is later, and terminating on June 30, 2034, subject to earlier termination as provided herein.

- 3. Rent and Maintenance Charges.** The rent and maintenance charges for the Premises shall be provided by SFMC as follows:

A. **Annual Rent.** SFMC will pay the County an annual rent of Thirty-Seven Thousand Five Hundred dollars (\$37,500) for the Property, payable as set forth in Exhibit B, attached hereto and incorporated herein. A market appraisal of the rental value of the Property shall be conducted by the County every five (5) years of the term of this Lease and the rent adjusted accordingly.

B. **Building and Maintenance Charges.** SFMC shall pay to the County, in addition to rent, the sum of Five Hundred Dollars (\$500.00) each month, due by the tenth (10th) day of each month for maintenance of the Property pursuant to the County's maintenance obligations as provided in Paragraph 8 herein. Such charges must be paid in cash each month and may not be offset as provided for in Exhibit B. The maintenance charges shall increase by One Hundred Dollars (\$100.00) per month every five (5) years of the Lease term.

4. **Use of Property.**

A. SFMC may use the Property to provide appropriate rehabilitative services to sick and indigent persons in Santa Fe County. The County is not a participant, nor in any way involved, in the operation of SFMC or the services provided by SFMC.

B. SFMC shall not create a nuisance on the Property.

C. SFMC shall use the Property at all times in compliance with all applicable federal, state and local laws and regulations and only after all necessary permits or licenses have been obtained.

5. **Utilities.** SFMC agrees to pay all utilities when due, in ready and available funds, including but not limited to water, sewer, refuse, electricity, gas, telephone and security

monitoring, whether or not such payments are made directly to the respective utility companies or to the County. In addition, SFMC shall pay for all of its janitorial services and needs.

6. **Insurance.** SFMC shall procure and maintain in force a policy of general commercial liability insurance during the term of this Lease.

A. All insurance documents must include a provision for 30 day written notification to the Director of the Santa Fe County Community Services Department, with copies to the County Manager, Santa Fe County at the County of Santa Fe, P. O. Box 276, Santa Fe, NM 87504-0276, if any required policy has been materially changed or cancelled.

B. The County shall be added as an additional insured (Form B – CG20101185 or CG2010398) and will be written on an occurrence form, and shall provide limits as follows:

- | | |
|---------------------------------|---|
| 1. Commercial General Liability | \$1,050,000 combined single limit
per occurrence |
| 2. Damage to Rented Property | \$750,000 |

C. SFMC shall furnish one copy of the Certificates of Insurance herein required which shall specifically set forth evidence of all coverage required under this Lease. SFMC shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

D. If, during the term of this Lease, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, the County may require SFMC to increase the limits of such insurance by notice to SFMC.

Evidence of a policy increasing the limits and complying with all requirements of this paragraph 6 shall be provided to the County within thirty (30) days of such notification.

7. **Indemnification.** SFMC agrees to promptly defend, indemnify and hold harmless the County, its officers, employees, agents and elected officials against liability claims including, without limitation, professional negligence claims, attorney's fees, damages, losses or expenses arising out of bodily injury to person, including death, or damage to property caused by, or resulting from SFMC's and/or its directors', agents' or employees' act(s) or omission(s) arising out of, or relating to, the obligations and conditions of this Lease or out of SFMC's use, activities on or occupation of the Property, or for any services provided or a failure to perform services by SFMC. SFMC shall not be required to indemnify the County for any negligent or intentional acts or omissions of the County or any of its officials, employees and or agents.

8. **Repair and Maintenance.**

- A. The County will maintain the outside structure, roof, mechanical and electrical systems, HVAC systems, foundation, building exterior and plumbing of the main residential structure only, subject to the County having sufficient appropriations for the same which decision may be made in the County's sole discretion. Should the County be unable to provide the described maintenance, SFMC shall provide the necessary maintenance at its own cost and expense.
- B. Except to the extent of the County is obligated to do so pursuant to the preceding paragraph, SFMC shall, at its sole cost and expense, maintain the interior of the

main residential building, as well as the exterior and interior of other structures on the Property and provide day-to-day maintenance thereon.

- C. SFMC shall, at its sole cost and expense, repair or replace any damages caused by SFMC, its employees or invitees to the Property (even if the damage is to a part of the Property which the County is otherwise required to maintain) promptly upon approval for such repairs from the County. All such repairs and replacements shall be at least equal in quality of materials and workmanship to the original work. Approval for repairs and replacements shall be obtained from the Director of Operations for the Projects and Facilities Management Department for the County.

9. **Alterations and Improvements.** SFMC shall not make any alterations, improvements, additions or changes to the Property, other than those required for the day-to-day maintenance of the Property, without the prior written consent of the County, which shall be contained in a separate written agreement regarding any such improvements.
10. **Mechanic's Liens.** SFMC agrees that at least five (5) business days before any construction work is done by SFMC or on SFMC's behalf by any person, firm or corporation or by any contractor, that SFMC will post and record, or cause to be posted and recorded, as provided by law, a notice on non-responsibility for any work, labor or materials used or expended or to be used or expended on the Property. SFMC further agrees to remove any mechanic's liens placed on the Property, as a result of work it has procured, within five (5) business days of notice of the lien and will indemnify the

County or the landowner for the same. Any improvements made by SFMC in the nature of fixtures shall become the property of the County at the termination of the Lease.

11. **Taxes.** SFMC shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to SFMC and located upon the Property, and all leasehold and possessory interest taxes with respect to the Property, levied or assessed by any proper taxing authority.
12. **Signs and Personal Property.** SFMC may place signs on the Property only with advance approval of the County, provided however that all such signs shall conform to applicable law. All personal property, *e.g.* signs and improvements of SFMC, its employees, agents, customers and invitees, kept on the Property shall be in furtherance of the use of the Property as permitted under this Lease, and at the sole risk of SFMC, and the County shall not be liable for any damage thereto.
13. **Non-Discrimination.** SFMC, with respect to employment of staff and to those persons using the Property and/or receiving services from SFMC, shall not discriminate unlawfully with respect to race, sex, national origin, age, religion, sexual orientation or any other class protected against discrimination by applicable local, state or federal laws.
14. **Hazardous Materials.**
 - A. SFMC will neither cause, nor permit, any Hazardous Material (defined below) to be brought upon, kept or used in or about the Property or Property.
 - B. In the event of SFMC's breach of the provisions of this section, SFMC accepts and affirms full liability and responsibility for all costs and expenses related

thereto, and indemnifies the County from and against any liability or damages related to

1. any investigation of the Property or Property for the presence of Hazardous Materials alleged to have been brought, used or disposed of on the Property or Property by SFMC, and
 2. the Hazardous Material clean-up, removal or restoration of the Property or Property required by a federal, state or local governmental agency.
- C. SFMC's responsibilities and indemnity under this Lease will survive the expiration or termination of this Lease.
- D. As used herein, the term "Hazardous Material" means a substance the release of which on the Property or Property would necessitate an environmental response action under any federal, state, county or municipal law, whether now in effect or enacted in the future, and includes without limitation asbestos in any form, formaldehyde, transformers or other equipment which contain fluid containing polychlorinated biphenyls, any petroleum product in non-regulated bulk storage containers, radon, or any other chemical, material or substance which is defined or classified as hazardous or toxic or the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority having jurisdiction.

15. Assignment, Subletting and Mortgage.

- A. SFMC shall not assign this Lease or sublet the whole or any part of the Property.

- B. SFMC shall not transfer or convey, either voluntarily or involuntarily, this Lease, or any interest in this Lease and this Lease may not be hypothecated or mortgaged by SFMC, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be void, and shall be of no force or effect, and shall confer no rights upon any assignee, sub-lessee or mortgage pledgee.
 - C. In the event that SFMC shall become incompetent, bankrupt or insolvent, or should a trustee or receiver be appointed to administer SFMC's business or affairs, neither this Lease nor any interest in this Lease shall become an asset of SFMC's bankruptcy or other estate, or of guardian, trustee, or receiver, and in the event of the establishment of such estate or the appointment of any such guardian, trustee, or receiver, this Lease shall immediately terminate and end.
16. **County's Access to Property.** The County will have free access to the Property at all reasonable times for the purpose of examining the Property, to determine if SFMC is performing under this Lease and to post such reasonable notices as the County may desire to protect the rights of the County. The County's access will be consistent with SFMC's privacy obligations to its clients and SFMC's operations.
17. **Breach.**
- A. In the event of a breach by either party, the non-breaching party shall notify the breaching party, in writing, of the breach. If the breach is not cured within thirty (30) days, or an extension granted thereto, this lease shall be terminated by the non-breaching party.

B. In the event of a default and termination, the County shall have the following remedies:

1. The County may declare this Lease terminated and enter upon the Property or any part thereof, remove all persons therefrom, either with or without process of law, and repossess said Property and remove all improvements.
2. In such event, the County shall retain for any rent, damages or other sums that may be due hereunder any property belonging to Center and located on the Property, and all Center's right herein and to the Property shall be forfeited.
3. The County may re-enter the Property and may rent same upon such terms as are suitable to the County, all without releasing Center from liability hereunder, including the applicability of the Land Lease Agreement mentioned heretofore.
4. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the Property in a rentable condition and next to the payment of the rent or any sum due the county hereunder. Center shall remain liable for any deficiency.

18. **Termination.**

- A. This Lease may be terminated upon written agreement by both parties to this Lease.

- B. This lease may be unilaterally terminated, upon written request by SFMC upon a showing of financial hardship rendering SFMC unable to comply with the agreed upon lease terms.
- C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to date of termination.
19. **Surrender Upon Expiration or Termination.** At the expiration of this Lease or upon termination, SFMC shall surrender the Property, including all existing and any subsequently approved improvements, to the County in as good a condition as it was in at the beginning of the term, reasonable use and wear excepted.
20. **Notices.** All notices and other communications given as provided in this Lease will be in writing, and, unless otherwise specifically provided in this Lease, will be deemed to have been given if delivered in person, or sent by a nationally recognized overnight courier service, or mailed by certified or registered mail, postage prepaid, and addressed to the County or SFMC at the following addresses, unless either the County or SFMC changes the address of the County or SFMC by giving written notice of the change to the other.
- The addresses for notice are:

Notice to the County:

Santa Fe County Attorney Office
102 Grant Avenue
P. O. Box 276
Santa Fe, NM 87504-0276

Notice to SFMC:

Sky Gray, Director of the Mountain Center
Santa Fe Mountain Center
PO Box 449
Tesuque, NM 87574
Phone: (505) 983-6158

Fax: (505) 983-0460
sky@santafemc.org

21. **Waiver.** No waiver of any default as provided in this Lease or delay or omission in exercising any right or power of the County or SFMC will be considered a waiver of any other default as provided in this Lease. The exercise of or failure to exercise any one of the rights and remedies of the County or SFMC as provided in this Lease will not be deemed to be instead of, or a waiver of, any other right or remedy as provided in this Lease.
22. **Entire Agreement.** This Lease constitutes the entire agreement of the County and SFMC relating to the subject matter hereof and supersedes all previous agreements, written or oral, between the County and SFMC on such subject.
23. **Partial Invalidity.** If any term of this Lease, or the application of the term to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application and each term of the Lease will be valid and be enforced to the fullest extent permitted by law.
24. **Sublease Mortgages.** SFMC may not grant a collateral assignment, deed of trust, mortgage or other security interest in its interest in this Lease or as to any improvements to any person or entity.
25. **Fixtures.** Except as otherwise provided herein, SFMC shall have the right to install such fixtures and equipment as may be necessary for the conduct of its business. Upon termination of this Lease, all fixtures shall remain affixed to the Property and shall

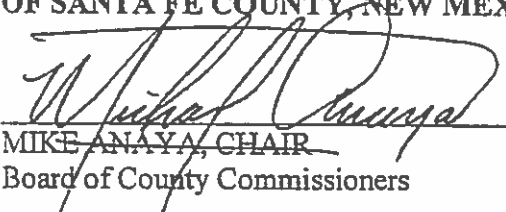
become the property of the County, except for SFMC's equipment purchased by it that can be removed without damage to the Property.

26. Damage or Destruction of Property.

- A. If, at any time during the term hereof, any of the Improvements are damaged or destroyed by fire, the elements or other causes, said Improvements may be repaired and rebuilt and restored by the County to a condition as good as it was immediately prior to such damage or destruction, using any insurance funds toward such expense and in accordance with all laws, regulations and ordinances of all governmental authorities having jurisdiction.
- B. The County may authorize or direct construction of an alternate structure, or may elect to retain insurance proceeds or other funds if it deems reconstruction or construction of a substitute to be impractical or unreasonable.
- C. In the event reconstruction or construction of a substitute is deemed impractical or unreasonable by the County, this Lease Agreement shall terminate with no further obligation on the part of the County.
- D. All warranty items and major structural problems arising from either construction/design or natural causes shall be repaired by the County within 30 days or repairs started within 30 days if it cannot be completed within 30 days of notification by the County that such condition exists. The types of such problems shall include roof leaks, leaks or damage to exterior stucco walls, HVAC failures, major plumbing problems and other problems which are not routine maintenance.

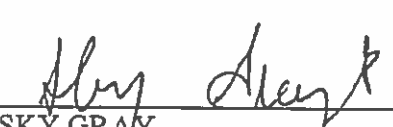
27. **Sovereign Immunity.** No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or their public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-41-1, et seq.
28. **Miscellaneous.** This Lease is governed by and will be construed according to the laws of the State of New Mexico and binds the successors, transferees and assigns of the parties. This Lease between the County and SFMC may be amended only in writing signed by both parties.
29. **State Approval.** This Lease shall not be binding or effective until approved by the New Mexico State Board of Finance.
30. **Compliance with Laws.** SFMC agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Property and the use thereof.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY, NEW MEXICO


MIKE ANAYA, CHAIR
Board of County Commissioners

Date: _____

SANTA FE MOUNTAIN CENTER, INC.


SKY GRAY
Executive Director

Date: Sept. 14-09

Approved as to Form:


Stephen C. Ross
County Attorney

Date: 8-24-09

Approved:

Teresa Martinez
Teresa Martinez
Finance Director

Attest:

Valerie Espinoza
Valerie Espinoza
County Clerk

Date: _____

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE

Oliver Padilla

Date: November 9, 2009

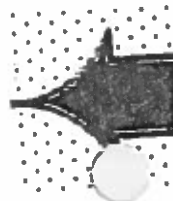


EXHIBIT A
(Legal Description)

A PARCEL OF LAND LOCATED WITHIN A PORTION OF EXCEPTION 308, PRIVATE CLAIM 344, WITHIN THE PECOS PUEBLO GRANT, AND WITHIN SECTIONS 26 AND 35,

TOWNSHIP 16 NORTH, RANGE 11 EAST, N.M.P.M., WITHIN THE VICINITY OF LA CUEVA, SANTA FE COUNTY, NEW MEXICO, BEING ALL OF TRACT "B" AS RECORDED IN THE PUBLIC RECORDS OF SANTA FE COUNTY IN BOOK 609, AT PAGE 009, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST N.M.P.M.; PROCEED S87°-18'-06"E FOR 1,743.74' TO THE EAST LINE OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST, THENCE, N 00°-10'-35" E FOR 236.77'; THENCE, N 00°-00'-25" E FOR 55.74' TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, AND THE POINT OF BEGINNING;

THENCE N 00°-04'-28" E FOR 1,277.27'; THENCE N83°-08'-36" E FOR 125.22'; THENCE S 77°-48'-06" E FOR 157.22'; THENCE S 60°-52'-44" E FOR 82.63'; THENCE S 56°-52'-13" E FOR 215.32'; THENCE S 23°-42'-09" W FOR 128.78'; THENCE S 34°-40'-06" E FOR 203.49'; THENCE S 51°-30'-10" E FOR 104.44'; THENCE S 28°-36'-56" E FOR 376.68'; THENCE S 02°-03'-22" E FOR 263.21'; THENCE S 68°-51'-26" E FOR 144.56'; THENCE S 32°-13'-51" W FOR 304.24'; THENCE S 89°-11'-46" W FOR 372.23'; THENCE N 71°-23'-26" W FOR 493.91' TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. SAID PARCEL CONTAINS 22.80 ACRES, MORE OR LESS.

EXHIBIT B

1. The annual rent and monthly building and maintenance charges set forth in Paragraph 3 shall be paid as follows:
 - A. The monthly building and maintenance charge must be paid, to the County, by SFMC, in ready and available funds, by the tenth (10th) of each month.
 - B. The annual rent, after payment in cash of the building and maintenance charges, in any year, shall be paid with cash or the equivalent in the form of services SFMC provides to sick and indigent residents of Santa Fe County which includes target populations of adult, child and teenage survivors of domestic violence as defined by the New Mexico Children, Youth and Families Department (CYFD) Domestic Violence Service Definition Manual (SDM) served at SFMC's domestic violence emergency shelter that are not otherwise paid for with County money as set forth in paragraph 2, below.
2. Each quarter (beginning on June 30, 2010), SFMC shall provide the County with a report that contains each of the following:
 - (I) a written description and valuation of the shortfall to SFMC for the difference between the fair market value of the services provided to the sick and indigent residents of Santa Fe County including the target populations after the application of CYFD payments, and/or uncompensated services provided to sick and indigent Santa Fe County residents due to insufficient CYFD funding ("Monetary Shortfall");

(ii) a listing of the most current CYFD reimbursement rates; and

(iii) any and all documentation required by the County in order that the

County may verify such Monetary Shortfall.

The fair market value of the services provided shall be at least equal to the average of insurance reimbursement rates for residential treatment, counseling and other ancillary services for providers through Access To Recovery, The Santa Fe Recovery Center, and the Santa Fe County Sobering Center.

3. The County will review the Monetary Shortfall analysis and, if approved by the County, the County will accept the Monetary Shortfall in services provided by SFMC as rental payment so long as:

A. The payment meets the Monetary Shortfall requirements as set forth above;

B. SFMC is not paid for the services by the County; and

C. The services are provided to sick and indigent residents of the County. For purposes of this agreement, "sick" includes behavioral, physical or mental conditions which adversely affect the functioning of an individual including the target populations of adult, child and teenage survivors of domestic violence as defined by the New Mexico Children, Youth and Families Department (CYFD) Domestic Violence Service Definition Manual (SDM) served at SFMC's domestic violence emergency shelter, and "indigent" means a person who qualifies as an "indigent patient" as described in the "Indigent Hospital and County Health Care Act" ("the Act"), and who is qualified by application of residency and income criteria to receive assistance pursuant to the Act according

to policies of the Santa Fe County Indigent Hospital and County Health Care Board. SFMC shall certify to the County that the residents served are indigent pursuant to the applicable criteria.

4. In the event the services provided in any one year are greater than the annual rent due for the preceding year, the excess shall be carried forward and applied against the next year's annual rent.
5. In the event the services are less than the annual rent due for the preceding year, then SFMC shall promptly pay the balance owing to the County in cash within thirty (30) days.
6. SFMC may, at its option, pay all or part of the annual rent in cash in lieu of providing services.
7. The quarterly letter and statement of any shortfall in services to be provided by SFMC shall be submitted to:

Director of Health and Human Services
Santa Fe County
102 Grant Avenue
P. O. Box. 276
Santa Fe, NM 87504
8. Should the County reject any or all of the report of services provided, SFMC shall, within thirty (30) calendar days of notice from the County, pay all or a proportional amount of the rent due for the preceding year, in ready and available funds.
9. Nothing in this Exhibit B shall require SFMC to disclose information that would violate the privacy rights of clients pursuant to HIPAA or other applicable state or federal laws including, but not limited to, the provisions of the Violence Against Women Act (VAWA).

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: *August 15, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager*

VIA: *Katherine Miller, County Manager
Jeffrey Trujillo, SFC ASD Director
Michael Kelly, Public Works Director*

ITEM AND ISSUE: BCC Meeting September 13, 2016
Request Approval to Purchase Two (2) Tandem Dump Trucks with Snow Removal Equipment in the Amount of \$420,695.40 Utilizing the Houston Galveston Area Council Cooperative Purchase Agreement Pursuant to Section 1 of Ordinance No. 2012-5 of the Santa Fe County Purchasing Regulations and Policies, and Granting Signature Authority to the County Manager to Sign and Execute the Purchase Order. *(Purchasing/Bill Taylor)*

ISSUE:

As a member of the Houston Galveston Area Council (HGAC), the County is able to participate in a larger competitive process for goods and services, resulting in better pricing and an expedited deliverable for the County.

Santa Fe County Ordinance 2012-5, Section 1- Outside Contracts states, ... "In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves."

BACKGROUND:

The Public Works Department is responsible for the maintenance and safety of approximately 245 miles of paved surface. Tandem trucks are used by the Department for all road maintenance activities that include ice and snow removal, hauling dirt and asphalt, flood cleanup, chip seal, paving and road demolition. These trucks are a very important piece of equipment that the Department relies on to perform all of its daily activities.

Currently the Department has lost the use of two tandem trucks. It has become more feasible to replace these trucks rather than repair. These trucks will be removed by auction.

The BCC approved the allocation of funds from the County capital package for the purpose of purchasing two tandem dump trucks with snow removal equipment this fiscal year. Utilizing the Houston Galveston Area Council (HGAC) Cooperative purchase agreement will expedite the acquisition of these trucks by at least 8 months to help meet the growing Public need.

ACTION REQUESTED:

The Purchasing Division requests BCC approval to purchase two Tandem dump trucks with snow removal equipment totaling \$420,695.40 utilizing the Houston Galveston Area Council (HGAC) Purchase Agreement and granting signature authority to the County Manager to sign and execute the purchase order.

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-16

Date
Prepared:

7/26/2016

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

Buying Agency:	Santa Fe County New Mexico	Contractor:	Cleveland Mack Sales, Inc. DBA Performance Truck
Contact Person:		Prepared By:	Preston Fredrich
Phone:		Phone:	361-798-0902
Fax:		Fax:	713-844-7222
Email:		Email:	pfredrich@performancetruck.com
Product Code:	H14	Description:	T800, Conv. Cab, SBFA, TRA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 95723**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
0700700 Paccar MX-13 500 2013 500@1700 1850@1100	1732	1901006 Body Builder Control Harness coiled BOC/BOS	82
1042236 Air Cleaner: Dual 13 in. ERA stainless steel	1476	1901079 J1939 harness to end-of-frame for body builder	126
1098005 Filter minder air restriction indicator	53	2058446 Transmission: Fuller RTLO18913A 13-speed	3796
1105210 Fan hub: Horton 2-Speed	266	2250663 Clutch: Eaton HD Solo Advantage to 2050 lb-ft	699
1160105 Radiator winterfront.	99	2294004 Kenworth Air Assisted clutch booster	623
1290124 Tailpipe: 5 in. single 24 in.	37	2294035 Grease bank for clutch & cross shaft	380
324385 Davco 382 Fuel filter/Water separator w/120V	433	2408401 DRIVELINE:2 MERITOR RPL25	920
1504005 Immersion block heater 120V 1500W	107	2429038 PTO adapter for front engine PTO	389
1506055 Engine oil pan heater 120V 300W	143	2493004 Aluminum clutch housing	74
1900086 Connection between PTO switch & engine	65	Delete Cooler 2460024	-468
1900300 Steel front engine supports.	420	Subtotal From Additional Sheet(s):	72029
1900996 Jump start terminals under hood.	226	Subtotal B:	83707

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Snow Plow Mount, Shaft Driven FEPTO Pump,	42536		
11' Full Trip Snow Plow, 9' Fenders, Complete and Installed		Subtotal From Additional Sheet(s):	
Salt and Sand Spreader		Subtotal C:	42536

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

24%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	221966	=	Subtotal D:	443932
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
HGAC Discount	-33836.6		
Freight 800 x 2.25	3600		
flooring 240 x 25	6000	Subtotal F:	-24236.6

Delivery Date:

G. Total Purchase Price (D+E+F):

420695.4

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-16

Date
Prepared:

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Buying Agency:	Santa Fe County New Mexico	Contractor:	Cleveland Mack Sales, Inc. DBA Performance Truck
Contact Person:		Prepared By:	Preston Fredrich
Phone:		Phone:	361-798-0902
Fax:		Fax:	713-844-7222
Email:		Email:	pfredrich@performancetruck.com

Product Code:	Description:
---------------	--------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2517020 Meritor MFS20 Front Axle	2068	3747460 Rear suspension: Tandem Hendrickson RT463	2753
2621078 Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	217	4077535 Front tires: Bridgestone M860A 315/80R22.	703
2701319 Front Hubs Aluminum hub pilot 20,000 lbs	547	4277487 Rear tires: Bridgestone M799 11R22.5 16PR	1260
2866020 Front Springs: Taperleaf 20K w/ shock absorbers	1216	5042311 Front wheel: Accuride 29039 22.5X9 steel	369
2895202 Dual power steering gears:20K Sheppard M100P	1070	5242285 Rear wheel: Accuride 50344 22.5x8.25 steel	348
2899336 Power Steering Cooler: Radiator mounted	340	6056602 Extended Frame Rails: 10-3/4 x 3-1/2 x 3/8 in	1318
2900616 Threaded Bushings for taperleaf spring	97	6141400 Full Steel Insert: for 10-5/8 in.	1800
3142161 Dual Meritor RT46-160P	3026	6301437 Bumper: Straight steel, painted channel.	-153
3485207 Spring Brake: 3030 long stroke dual 30 square	29	6323004 Rams Horn front tow hooks: 2.	246
3511420 Driver Controlled Differential Lock	2413	6390110 Mudflaps, Front:	59
3573100 Xlock/differential lock plumbed to low side	117	Subtotal From Additional Sheet(s):	52129
3573110 Separate flip valve for dual axles	57	Subtotal B:	72029

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	72029	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-16

Date
Prepared:

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Buying Agency:	Santa Fe County New Mexico	Contractor:	Cleveland Mack Sales, Inc. DBA Performance Truck
Contact Person:		Prepared By:	Preston Fredrich
Phone:		Phone:	361-798-0902
Fax:		Fax:	713-844-7222
Email:		Email:	pfredrich@performancetruck.com
Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6391202 Custom Frame Layout: two chassis	600	8203060 5 sets of keys.	29
7214090 Fuel Tank: 90 US gallon 24.5in.	140	8205012 Off-highway dash switch: For ABS system.	52
7216060 Fuel Tank: 60 US gallon 24.5in.	1825	8205045 Flip valve: On dash for single speed PTO	384
7722019 Medium round DEF tank. 20.7 gallons	209	8205103 Information for customer-installed PTO	60
7831008 6in. wide lower fuel tank step	32	8208496 Three spare switches: Wired to power.	126
8080137 Cab door bearing blocks, top & bottom.	30	8208602 Dash Switch: W/light & guard for truck dump gate	142
8090137 T800 Straight unitglas hood w/ split fenders	2820	8220106 Gauge: Dash mounted air filter restriction gauge.	133
8098220 Heavy-duty air cleaner panels, LH & RH	619	8221160 Gauge: Engine Oil Temperature Gauge	31
8098404 Additional 4 ribs on radiator grille.	102	8222712 Gauge: Fuel filter restriction gauge	134
8098424 Radiator Mounted Grille	678	8222722 Gauge: Manifold Pressure Gauge	29
8190144 One ball valve for primary heater	17	Subtotal From Additional Sheet(s):	43517
8201200 Adjustable telescoping tilt steering column.	420	Subtotal B:	52129

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	52129	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

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For MOTOR VEHICLES OnlyContract
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Phone:		Phone:	361-798-0902
Fax:		Fax:	713-844-7222
Email:		Email:	pfredrich@performancetruck.com
Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8224401 Gauge: Ammeter gauge in addition to voltmeter	82	8700188 Remote Keyless Entry	400
8224444 Dash mounted analog electronic clock.	68	8800733 Grabhandle LH w/ short extension over door	50
8225658 Gauge: Axle oil temperature, dual-drive axle.	236	8800734 Grabhandle RH w/ short extension over door.	50
8226667 Gauge: Oil Temperature Gauge Transmission	37	8841623 Dual air horn 26 in. LH/RH top of roof	228
8227704 Gauge: One additional fuel gauge	93	8850134 RH Fender Mtd. Blind Spt, Htd	268
8410191 Driver seat: Kenworth Air cushion Plus HB vinyl	106	8850720 LH Fender Mtd. Blind Spt, Htd	269
8480180 Rider seat: Kenworth Toolbox Plus IB vinyl	60	8863570 Dual convex heated mirror 8.5 inch	83
8601421 Radio with AM/FM/WB/USB and Bluetooth	448	8867202 Mirror: Dual Moto heated mirrors 7 in. x 16 in	590
8699169 Additional accessory power supply wiring	18	8879213 Electric-powered LH & RH door window lifts.	249
8699514 Speakers: Four 4 in. x 6 in. high performance	51	8890003 1.5in x 11.5in Plastic Records Holder	39
8699926 CB installation kit: Center mounted of header.	266	Subtotal From Additional Sheet(s):	39784
8700101 Black dash: Replacing trim color dash	42	Subtotal B:	43517

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	43517	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

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Product Code:		Description:	
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8890135 Exterior stainless steel sunvisor.	220	9090126 Electric Backup Alarm	147
8890351 2 in. rubber wheelwell fender extension	175	9090301 Junction Box: Under cab	146
8890869 Severe service reinforcements for alumincab sill.	165	9090845 Circuit Breakers: Replacing fuses.	42
8890898 Link Cabmate suspension.	649	9101230 Air Dryer: Bendix AD-IS Extended Purge heated	167
8891000 Quiet cab package: For Non-VIT interiors.	179	9110020 Full truck kit: Gladhands mounted at EOF	903
9022137 Marker Lights: Five, rectangular, LED	180	9150170 Air tanks: aluminum replacing steel all tanks.	437
9030014 Turn Signal Lights: LED, mounted on fender	98	9490206 Warning triangle reflector kit: Shipped loose	45
9049825 C/I road/fog lights switch & wiring	32	9490404 One 5 lb. dry chemical type fire extinguisher	131
9052011 Dual Flush Floodlights:	131		
9060055 Halogen Spotlight: LH & RH mounted.	274		
9090058 Switch & Wiring: For c/I plow light.	201	Subtotal From Additional Sheet(s):	35369
9090060 LH Courtesy Lamp	93	Subtotal B:	39784

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	39784	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F): 0

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-16

Date
Prepared:

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

Buying Agency:	Santa Fe County New Mexico	Contractor:	Cleveland Mack Sales, Inc. DBA Performance Truck
Contact Person:		Prepared By:	Preston Fredrich
Phone:		Phone:	361-798-0902
Fax:		Fax:	713-844-7222
Email:		Email:	pfredrich@performancetruck.com

Product Code:	Description:
---------------	--------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LW18TDDemolition Dump Body *Not subject to discount	24243		
E75 Pintle Hitch *Not subject to discount	1785		
E89 Electric Tarp *Not subject to discount	1943		
E109 Asphalt Apron *Not subject to discount	420		
D.1 1/2 Cab Protector *Not subject to discount	210		
E180 (2) Amber LED Light *Not subject to discount	2206		
E88 Metal Side Boards *Not subject to discount	362		
H6 Hydraulic Joysticks *Not subject to discount	4200		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	35369

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	35369	=	Subtotal D:	0
-------------------	--	--------------------------	-------	---	-------------	---

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F): 0



Performance Truck - Kenworth C359
6855 North Loop 610 East

Santa Fe County
102 Grant Ave.

Houston, Texas United States 77028

Phone: (713) 844-7161

Fax: (713) 844-7222

Email: pfredrich@performancetruck.com

Santa Fe, New Mexico United States 87501

Phone: (505) 986-6200

Fax:

Contact Email:

Prepared for: Eric Giron

Vehicle Summary

	Unit	Chassis
Model:	T800 Series Conventional.	Fr Axle Load (lbs): 20000
Type:	FULL TRUCK	Rr Axle Load (lbs): 46000
Description:	New Mexico	G.C.W. (lbs): 80000
	Application	Road Conditions:
Intended Serv.:	Construction. Vehicles	Class A (Highway) 85
Commodity:	used in the construction	Class B (Hwy/Mtn) 10
	Water	Class C (Off-Hwy) 05
	Body	Class D (Off-Road) 00
Type:	Tank	Maximum Grade: 6
Length (ft):	15.0	Wheelbase (in): 206
Height (ft):	13.5	Overhang (in): 86
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in): 74
	Trailer	Cab to Axle (in): 132
No. of Trailer Axles:	0	Cab to EOF (in): 218
Type:		Overall Comb. Length (in): 365
Length (ft):	0.0	
Height (ft):	0.0	Special Req.
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State
Corner Radius (in):	0	
	Restrictions	
Length (ft):	120	
Width (in):	102	
Height (ft):	13.5	

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

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Model Number:

T800 Series Conventional.

Effective Date:

Jan 1, 2016

Quote/DTPO/CO:

Q82835217

Prepared by:

Preston A Fredrich

Version Number:

37.20



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Fax:

Contact Email:

Prepared for: Eric Giron

Model	Description	Weight
	T800 Series Conventional.	15,309
	T800: Sloped Hood.	0
	Chassis operation will not include	0
	CARB Idle Emissions Reduction Feature.	0
	Non-Sleeper w/rear axle capacity less than 59K.	0
	Water	0
	Construction. Vehicles used in the construction	0
	Tank	0
	U.S. Domestic Registry, 50-State	0

Engine & Equipment

PACCAR MX-13 500 2013+ 500@1700 1850@1100	0
N08000 N219 0....Offset mode	
N08030 N224 2....Maximum Vehicle Speed Bonus	
N08040 N227 -2....Maximum Vehicle Speed Penalty	
N08190 N246 4....Minimum Vehicle Speed for DSA Activation	
N08200 N247 1....Lowest Gear that DSA will be active	
N08210 N248 13....Highest Gear that DSA will be active	
N09020 N170 75....Standard Maximum Speed Limit [LSL]	
N09030 N169 0....VSL Expiration Distance	
N09040 N162 75....Maximum Accelerator Pedal Vehicle Speed	
N09060 N163 0....Maximum Cycle Distance	
N09070 N052 650..Engine Idle Speed	
N09100 N015 No...Enable Retarder During Manual Transmission Gear Selection	
N09110 N019 0....Delay in Engine Brake Activation w/ Brake Pedal Depressed	
N09120 N014 2....Auto Retard Vehicle Speed Offset	
N09130 N013 4....Downhill Speed Limiter Vehicle Speed Offset	
N09140 N006 70...Max Cruise Speed	
N09150 N001 50...Minimum Speed to Turn Cruise Control Off	
N09160 N003 53...Minimum Cruise Control Speed	
N09170 N002 53...Min Speed to Automatically Turn Cruise Control On	
N09180 N005 1....Value to Increase Speed w/ Set/Accel Bump Switch	
N09190 N004 1....Value to Reduce Speed w/ Resume/Decel Bump Switch	
N09200 N039 OFF..Allow Multi-Torque Only When Cruise is Active	
N09210 N193 0....EIST Expiration Distance	

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Description		Weight
N09220	N188 5....Timer Setting Non-PTO Mode w/o Park Brake Set	
N09230	N187 5....Timer Setting Non-PTO Mode w/ Park Brake Set	
N09240	N184 60...Timer for Impending Shutdown Warning	
N09250	N190 Yes...Reset EIST Timer Based on Engine Load	
N09260	N191 No...Override EIST Timer Based on Engine Load - No Shutdown	
N09270	N183 35...Engine Load Threshold	
N09280	N186 5....Timer Setting When in PTO Mode	
N09290	N200 Yes...Allow EIST Timer Overrides in PTO Mode	
N09300	N185 40...Low Ambient Temperature Override	
N09310	N184 80...High Ambient Temperature Override	
N09350	N197 Yes...Enable Accelerator Pedal Reset	
N09360	N199 Yes...Enable Clutch Pedal Reset	
N09370	N198 Yes...Enable Service Brake Reset	
N09380	N071 ON...FIC Enable/Disable	
N09390	N072 1400.Maximum Fast Idle Control Engine Speed	
N09400	N105 100..Decrease Engine Speed w/ Res/Decel Bump Switch	
N09410	N107 100..Increase Engine Speed w/ Set/Accel Bump Switch	
N09420	N104 250..Rate to Decrease Engine Speed w/ Res/Decel Switch Held	
N09430	N103 350..Rate to Increase Engine Speed w/ Set/Accel Switch Held	
N09440	N080 45...PTO Vehicle Speed Limit	
N09450	N078 Off..PTO Mode Disabled w/ Clutch Pedal Depressed	
N09460	N101 On...PTO Mode Disabled w/ Service Brake Depressed	
N09470	N079 Off..PTO Mode Enable Only w/ Parking Brake Set	
N09480	N089 Off..PTO Mode Enable Only w/ Transmission Neutral	
N09490	N082 50...Reduce Engine Speed w/ Resume/Decel Switch Bump	
N09500	N083 50...Increase Engine Speed w/ Set/Accel Switch Bump	
N09510	N084 250..Rate of Decrease in Engine Speed w/ Switch Held Down	
N09520	N085 350..Rate of Increase in Engine Speed w/ Switch Held Down	
N09530	N110 On...Enable Set Point w/ Set/Accel Switch Bump	
N09540	N087 780..RPM Set Point	
N09550	N086 2000.Maximum Engine Speed During PTO Operation	
N09560	N090 50...Reduce Engine Spd w/ Remote Res/Decel Switch Bump	
N09570	N092 50...Increase Engine Spd w/ Remote Set/Accel Switch Bump	
N09580	N091 200..Rate of Decrease in Engine Speed w/ Switch Held Down	
N09590	N093 250..Rate of Increase in Engine Speed w/ Switch Held Down	
N09600	N106 660..Minimum Engine Speed During PTO Operation	
N09610	N077 1902.Maximum Engine Torque During PTO Operation	
N09620	N109 No...Enable PTO Speed Maximum Rate of Change	
N09630	N081 75...PTO Speed Maximum Rate of Change	
N09640	N173 0....Reserve Speed Offset	
N09820	N065 5....HEST Warning Minimum Vehicle Speed	
N09840	N179 Yes...Enable Park Brake Reset	
N09880	N164 252..Reserve Speed Function Reset Distance	

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Description		Weight
N09900	N182 30...Coolant Temperature Override	
N09920	N073 Trq..Cab Accel Pedal Type in PTO Mode	
N09940	N055 780..RPM Set Point 1	
N09960	N056 1030.RPM Set Point 2	
Prospector Version 38.0		0
Engine monitoring protection -Shutdown- PACCAR		0
PTO Speed control from cab station w/ acc-		0
Gearing Analysis: Balance		0
Customer's Typical Operating Spd: 55 MPH.		0
MX Retarder State Cruise Control On Manual Mode		0
Enable MX Retarder Auto-Retard		0
Enable Reserve Speed Drive Cycle Limit		0
Effective VSL Setting NA		0
Engine Idle Shutdown Timer Disabled		0
Enable EIST Ambient Temp Override		0
Eff EIST NA Expiration Miles		0
Air compressor: WABCO 28 CFM PACCAR MX.		0
Air Cleaner: Dual 13 in. ERA stainless steel cowl		28
Filter minder air restriction indicator mounted		0
Fan hub: Horton 2-Speed for PACCAR MX		0
Cooling module: T8SH/T8B/W9S 1440 square inches.		0
Radiator winterfront.		2
RH under cab DPF/SCR w/ RH SOC vertical tailpipe.		0
Tailpipe: 5 in. single 24 in. 45 degree curved.		-3
Davco 382 Fuel filter/Water separator w/120V		15
Immersion block heater 120V 1500W w/plug under		2
Engine oil pan heater 120V 300W w/plug under		2
Block heater & oil pan heater wired to separate		0
Alternator: PACCAR 160 amp, brush type		0
Batteries: 3 PACCAR GP31 threaded post (700) 2100		0
Starter: PACCAR 12 volt electrical system. W/		0
Multi-function engine connector for body builder		0
Connection between PTO switch & engine		0
Steel front engine supports.		15
Jump start terminals under hood.		12
Body Builder Control Harness coiled BOC/BOS		0

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Description	Weight
J1939 harness to end-of-frame for body builder.	0
Transmission & Clutch	
Transmission: Fuller RTLO18913A 13-speed	113
Clutch: Eaton HD Solo Advantage to 2050	6
Kenworth Air Assisted clutch booster for	2
Grease bank for clutch & cross shaft.	11
DRIVELINE:2 MERITOR RPL25; 1 CTRBRG	77
PTO adapter for front engine PTO.	8
Chassis will be fitted w/LH transmission PTO.	0
Chassis will be fitted w/RH transmission PTO.	0
14 in. Eaton Fuller high capacity oil to water	0
Aluminum clutch housing replacing cast iron for	-52
Front Axle & Equipment	
Meritor MFS20 Front Axle rated 20K	150
Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-46
FR BRK DRUM: TRU TURN LITE 16.5X6	80
Front Hubs Aluminum hub pilot 20,000 lbs.	16
ConMet PreSet Plus Hub package; front axle.	0
Hubcap: front vented.	0
Front Auto Slack Adjuster.	0
Front End Lowered: 1in.; not available W9B/L.	0
Front Springs: Taperleaf 20K w/ shock absorbers	241
Dual power steering gears: 20K Sheppard M100P.	70
Power Steering Cooler: Radiator mounted air to	11
Threaded Bushings for taperleaf spring	0
Rear Axle & Equipment	
Dual Meritor RT46-160P rear axle rated at 46K.	481
Rear Axle Ratio - 4.30.	0
Dual Rear Brakes 16-1/2x7 in. to 46K;	0
RR BRK DRUM: TRUTURN LITE 16.5x7 DUAL	-26
Dual Rear Hubs: Aluminum hub pilot 46K	0
ConMet PreSet Plus Hub package; dual rear axle.	0
Dual Rear axle automatic slack adjusters.	0
Spring Brake: 3030 long stroke dual 30 square	4

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Version Number: 37.20



Description	Weight
Bendix 4S/4M anti-lock brake system.	0
DRIVELINE:1 MERITOR RPL20 INTERAXLE;	0
Driver Controlled Differential Lock (Crosslock)	39
Xlock/differential lock plumbed to low side of	0
Separate flip valve for dual axles:	0
Rear suspension: Tandem Hendrickson RT463 46K.	573

Tires & Wheels

Front tires: Bridgestone M860A 315/80R22.5 20PR.	94
Rear tires: Bridgestone M799 11R22.5 16PR.	80
Rear Tire Quantity: 8	0
Front wheel: Accuride 29039 22.5X9 steel	70
Rear wheel: Accuride 50344 22.5x8.25 steel	80
Powder coat white steel wheel. Use in conjunction	0
Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

Extended Frame Rails: 10-3/4 x 3-1/2 x 3/8 in.	523
Full Steel Insert: for 10-5/8 in. or 10-3/4 in.	642
Bumper: Straight steel, painted channel.	50
73 in. Bumper setting. Requires a bumper code.	0
Rams Horn front tow hooks: 2.	18
Mudflaps, Front: Extra wide for use w/ tires that	6
Custom Frame Layout: two chassis	0
Battery box module: Short length aluminum	0
Battery box location: LH Side.	0
T470,C5, T6, T8 non-polished DPF/SCR or CNG cover	30
Rear mudflap arms: Betts B-25 standard-duty,	0
Rear mudflap shields: White plastic antisail w/	0
Square end-of-frame w/ o crossmember;non-towing.	0

Fuel Tanks & Equip

Fuel Tank: 90 US gallon 24.5in. aluminum BOC	4
Fuel Tank: 60 US gallon 24.5in. aluminum BOC add.	97
Medium round DEF tank. 20.7 gallons	32
6in. wide lower fuel tank step, for one 22in. or	2
Standard DEF to fuel fill ratio: 2:1 or greater.	0
Anti-siphon device swaged in place.	0
DEF tank location is on the RH.	0

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Quote/DTPO/CO: Q82835217
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Description	Weight
Location: 90 gal fuel tank RH behind cab	0
Location: 60 gal fuel tank LH behind cab	0
Cab & Equipment	
Cab: Curved Glass Conventional.	0
Cab door bearing blocks, top & bottom.	0
T800 Straight unitglas hood w/ split fenders.	205
Heavy-duty air cleaner panels, LH & RH.	4
Additional 4 ribs on radiator grille.	2
Radiator Mounted Grille for use with C500 with	0
Cab heater: W/integral defrosters & A/C 45,000	0
One ball valve for primary heater(s). For	2
Steering wheel: 18 in. 4-spoke.	0
Adjustable telescoping tilt steering column.	10
5 sets of keys. Replaces standard 2 sets of keys.	0
Off-highway dash switch: For ABS system. Includes	0
Flip Valve: On Dash For Single Speed PTO.	2
Information for customer-installed PTO Chelsea	0
Three spare switches: Wired to power.	0
Dash Switch: W/light & guard for truck dump gate.	0
Gauge: Dash mounted air filter restriction gauge.	0
Gauge: Engine Oil Temperature Gauge With Integral	0
Gauge: Fuel filter restriction gauge.	0
Gauge: Manifold Pressure Gauge.	0
Gauge: Ammeter gauge in addition to voltmeter.	0
Dash mounted analog electronic clock.	0
Gauge: Axle oil temperature, dual-drive axle.	0
Gauge: Oil Temperature Gauge Transmission.	0
Gauge: One additional fuel gauge for second fuel	0
KW Driver Information Center: Includes fuel	0
Instrument package: Includes speedometer,	0
Cab interior: Splendor. Includes smooth	0
Interior color: Slate Gray w/trim Dark Slate Gray	0
Driver seat: Kenworth Air cushion Plus HB vinyl.	0
Rider seat: Kenworth Toolbox Plus IB vinyl.	4
Seat color: All Jet Black.	0

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Quote/DTPO/CO: Q82835217
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Description	Weight
Kenworth Radio with AM/FM/WB/USB and Bluetooth	4
Additional accessory power supply wiring.	0
Speakers: Four 4 in. x 6 in. high performance.	0
CB installation kit: Center mounted of header.	0
Black dash: Replacing trim color dash.	0
Non-self cancelling turn signal: W/column-mounted	0
Electric LH & RH door locks.	0
Remote Keyless Entry	0
Kenworth TruckTech+	0
Grabhandle LH inside door frame above dash.	0
Grabhandle RH inside door frame above dash.	0
Grabhandle LH w/ short extension over door.	4
Grabhandle RH w/ short extension over door.	2
DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0
Dual rectangular air horn 26 in. LH/RH top of	4
RH Fender Mtd, Blind Spt, Htd	2
Look-Down, Pass. Door, Stainless 8.5x4.4	0
LH Fender Mtd, Blind Spt, Htd	2
Dual convex heated mirror 8.5 inch w/ offset	11
Mirror: Dual Moto heated mirrors 7 in. x 16 in.	0
Mirror brackets 8-1/2 ft load width.	0
Rear Cab Stationary Window 17 in. x 36 in.	0
Electric-powered LH & RH door window lifts.	0
1.5in x 11.5in Plastic Records Holder Mounted On	2
One-piece windshield, w/ curved glass.	0
Exterior stainless steel sunvisor.	11
2 in. rubber wheelwell fender extension.	8
Severe service reinforcements for aluminum cab	17
Link Cabmate suspension.	22
Quiet Cab Package: For Non-VIT Interiors.	77

Lights & Instruments

Headlamps: Dual Rectangular, extended life	0
Marker Lights: Five, rectangular, LED	0
Turn Signal Lights: LED, mounted on fender	0
LED Stop,Turn,Tail:Flange Mounted With Two LED	0

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Quote/DTPO/CO: Q82835217
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Description	Weight
Customer-installed road/fog lights switch &	0
Dual Flush Floodlights: First set.	2
Floodlight Location: Located mid - first set.	0
Halogen Spotlight: LH & RH mounted.	11
Headlamps to turn on when wipers are active.	0
Marker Lights: Interrupter Switch.	0
Switch & Wiring: For customer-installed plow	0
LH Courtesy Lamp: On upper skirt to light	0
Electric Backup Alarm: Meets SAE J994 & OSHA	4
Junction Box: Under cab	1
Circuit Breakers: Replacing fuses. Does not	0
Air Equipment	
Air Dryer: Bendix AD-IS Extended Purge heated.	4
Moisture ejection valve w/ pull cable drain.	0
Full truck kit: Gladhands mounted at end-of-	15
Nylon air tubing in frame & cab, excluding hoses	0
Trailer ABS electric supply through SAE J560	0
Air tanks: aluminum replacing steel all tanks.	-44
Extended Warranty	
Standard Warranty.	0
Miscellaneous	
GHG Secondary Manufacturer: Does Not Apply	0
Warning triangle reflector kit: Shipped loose.	4
One 5 lb. dry chemical type fire extinguisher	11
Paint	
Paint color number.	0
N97020 A - L0006 WHITE	
N97200 FRAME N0001 BLACK	
N97700 BUMPER N0001 BLACK	
Steel Bumper Painted Frame Color	0
Day Cab Standard Paint	0
1 - Color Paint - Day Cab	0
Base coat/clear coat.	0

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Model Number: T800 Series Conventional.
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Total Weight

19255 lb

Prices and Specifications Subject to Change Without Notice.

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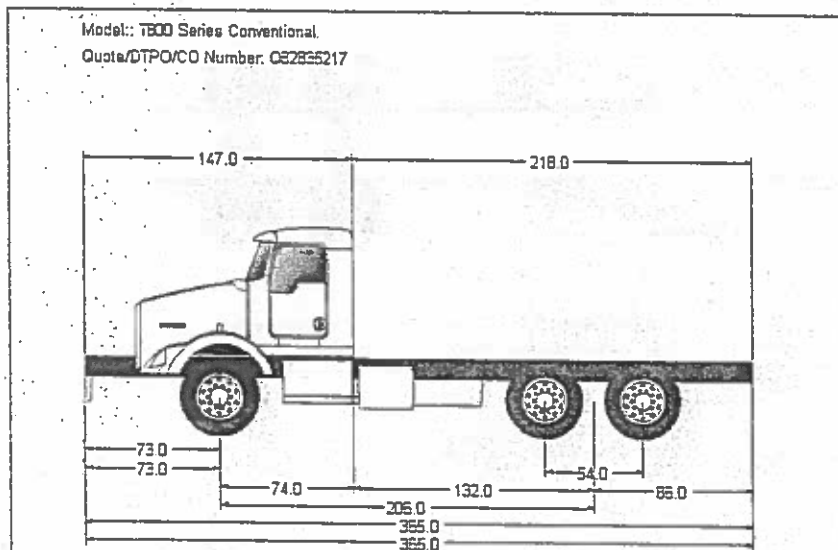
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Email: pfredrich@performancetruck.com

Santa Fe, New Mexico United States 87501
Phone: (505) 986-6200
Fax:
Contact Email:
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Horizontal Dimensions



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Fuel Tanks

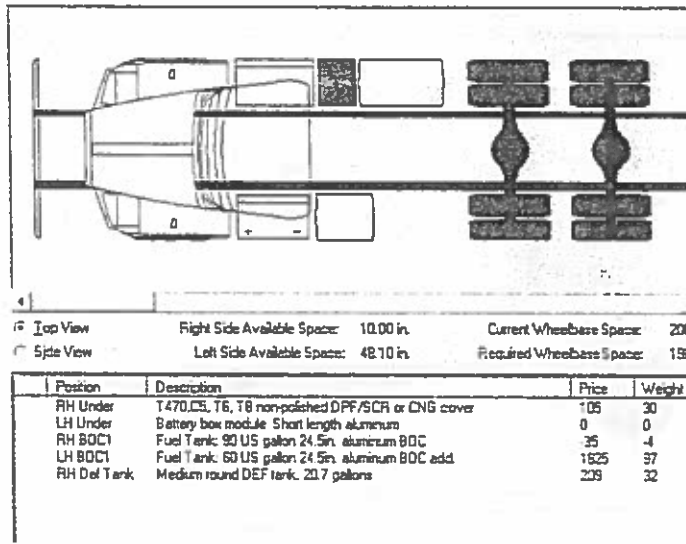
☒ Summary
☐ Right ☐ Left

Location
☐ Under Cab
☐ Back Of Cab
☐ Back Of Cab 2
☐ Between Fia
☐ Across Radiator
☐ Close Frame
☐ Del Tank

Type

Material

Diameter



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Incomplete

Model Number: T800 Series Conventional.
Quote/DTPO/CO: Q00935505
Version Number: 37.20

To: Santa Fe County New Mexico

Date: 7/26/2016

Quoted By: Preston Fredrich

Quote # HT06-16

Description T800 FEPTO Snow Plow Unit

Phone: 713-844-7161

Email: pfredrich@performancetruck.com

Furnish and Install the Following:

- 15' Demolition Dump Body / Tub Style – 3/16 AR 400 Floor Material – 3/16 AR 400 Side and Headsheet Material – 3/16 AR 400 Tailgate with Triple Horizontal Bracing
- Hi-Lift Tailgate with air over air controls
- 1/2 Cabshield
- Lighting Package
- 8' Fenders
- Telescopic Trunion Mount Hoist with Internal Doghouse – Hoist Rating 26.8 Ton Class 90 NTEA Rating Complete Installed
- Body Painted White
- 18" Bolt on Asphalt Apron
- Pintle Plate with Pintle Hook / Air Brake Hook Ups / Hydraulic Hook up for Spreader / Chipper Bar
- Electric Tarp System with Mesh Tarp
- Certified Power Pedestal Mount Digital Controls Dump Bed / Snow Plow / Spreader
- 30 Gallon Side Mount Hyd. Reservoir / Body Control Valves Hoses / Fittings / Hyd. Fluid
- Ladder Mounted on Passenger side of Body
- Ratches Mounted on Body
- 4 Amber Strobe Lights (2 Per Side) Mounted on Cab Protector
- 2 Blue 2 Amber Mounted at Rear of Bed
- Salt / Sand Spreader Mild Steel – Sides 54" – 78" Wide Hooper – 9.7 Cu. Yd. – Inverted V, Top Screens, Rubber Side Shields, Front Splash Shield, Mild Steel Spreader Stand
- 11' Full Trip Snow Plow – 36" Mold Board Height, Integral Shield, Quick Hitch on Plow Side / Manual Tilt Quick Hitch Truck Side – Snow Plow Lights Mounted on Hood of Truck, Bumper to Frame Mounted Kit, Screw Jack with Skid Shoes.

MEDIUM AND HEAVY TRUCKS & TRUCK BODIES - HT06-16

Contract No.: HT06-16

Effective Date: June 1, 2016 to May 31, 2018

These are complete, turn-key chassis, equipped with current EPA threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, as viewed on this link:

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contract.

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

- [AUTOCAR](#)
- [AUTOCAR](#)
- [CATERPILLAR](#)
- [FORD](#)
- [FORD](#)
- [FREIGHTLINER](#)
- [FREIGHTLINER](#)
- [HINO](#)
- [INTERNATIONAL](#)
- [ISUZU](#)
- [ISUZU](#)
- [KENWORTH](#)
- [KENWORTH](#)
- [MACK](#)
- [PETERBILT](#)
- [RAM](#)
- [VOLVO](#)
- [WESTERN STAR](#)

RE: Truck Bodies: various truck bodies (e.g. aeriels, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

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AUTOCAR

Contractor: Chastang Enterprises, dba Chastang's Bayou City Autocar

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A2	ACX42, COE, SRA	\$81,303
A3	ACX64, COE, TRA	\$87,422

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AUTOCAR

Contractor: Grande Truck Center

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A1	ACMD42, COE, SRA	\$75,600

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CATERPILLAR

Contractor: Holt Texas, LTD

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
B1	CT650S-STA, Conv. Cab, TRA, 118" B8C (CF7AA), Truck Configuration	\$109,560

H-GAC CONTACTS

- **Loleta Chappel**
(P): 713-993-2486
(F): 713-993-4548
loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar**
Ed Miller
(P): 713-678-5007
(F): 713-678-5001
[Click here for Email](#)
- **Cleveland Mack Sales, Inc. d/b/a Performance Truck**
Peston Fredrich
(P): 713-844-7161
(F): 713-844-7222
[Click here for Email](#)
- **Doggett Freightliner of South Texas, LLC**
Mike Crockett
(P): 210-277-4373
(F): 210-661-0289
[Click here for Email](#)
- **French Ellison Truck Center**
Jason w. Mims
(P): 210-228-2028
(F): 210-662-5999
[Click here for Email](#)
- **Grande Truck Center**
Rocky Shoffstall
(P): 210-666-7112
(F): 210-666-7216
[Click here for Email](#)
- **Holt Texas, LTD.**
William Mitchell
(P): 210-648-1111
(F): 210-648-0079
[Click here for Email](#)
- **Houston Freightliner, Inc**
Michael McCarthy
(P): 713-580-8122
(F): 713-935-6282
[Click here for Email](#)
- **Love Field Chrysler Dodge Jeep Ram**
Tim Middlebrooks
(P): 972-707-9438
(F): 214-350-0085
[Click here for Email](#)
- **Rush Truck Centers of Arizona, Inc. dba Rush Truck Center, Phoenix**
George Beal
(P): 602-422-8122
(F): 602-422-8175
[Click here for Email](#)
- **Rush Truck Centers of Texas, L.P.**
Charles Plouse
(P): 832-690-5047
(F): 832-590-5289
[Click here for Email](#)
- **Santex Truck Centers, LTD**
Pat Lewis
(P): 210-661-8371
(F): 210-661-0226
[Click here for Email](#)
- **Tyler Motor Company Inc.**
Dave Hall
(P): 903-592-6151
(F): 903-952-5092
[Click here for Email](#)

G3	NPR-HD, COE, SRA, Diesel	\$41,143
G4	NPR-XD, COE, SRA, Diesel	\$43,347

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ISUZU

Contractor: Tyler Motor Co., Inc.

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
G5	NQR, COE, SRA, Gas	\$43,157
G6	NRR, COE, SRA, Gas	\$44,534

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KENWORTH

Contractor: Cleveland Mack Sales, Inc., dba Performance Truck

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
H12	T680, Conv. Cab, SBFA, TRA	\$101,754
H13	T800, Conv. Cab, SBFA, SRA	\$89,965
H14	T800, Conv. Cab, SBFA, TRA	\$95,723
H15	T880, Conv. Cab, SBFA, SRA	\$93,058
H16	T880, Conv. Cab, SBFA, TRA	\$98,956
H17	W900, Conv. Cab, SFFA, TRA	\$97,423

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KENWORTH

Contractor: French Ellison Truck Center

