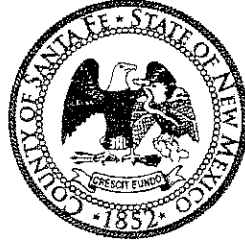


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager *KM*
Patricia Boies, Health Services Division Director; Community Services Department

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

Date: July 11, 2017

Re: Approval of County Health Care Assistance Claims in the Amount of \$83,793.48
(Community Services Department/Kyra Ochoa)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$83,793.48.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program is in the process of transitioning the majority of claims-based payments into contractual agreements. The Health Care Assistance Program has processed claims this month in the amount of \$83,793.48, as indicated on the Amount Paid to Vendors document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$83,793.48.

Amount Paid to Vendors
Indigent Healthcare Solutions
Batch Dates 07/25/17-07/25/17

Vendor #	Name	# Invoices	Payable
14962	City Of Santa Fe Fire Department	3	1,498.60
722	La Familia Medical Center	9	1,344.88
142	Santa Fe Recovery Center	10	80,950.00
Grand Total:		22	83,793.48

MINUTES OF THE
SANTA FE COUNTY
HEALTH POLICY & PLANNING COMMISSION

June 2, 2017

Santa Fe, New Mexico

I. This regular meeting of the Santa Fe County Health Policy & Planning Commission (HPPC) was called to order by Chair Reena Szczepanski at approximately 9:05 a.m. on the above-cited date at the Santa Fe County Community Services Department conference Room, 2052 Galisteo Street, Santa Fe.

II. The following members were present:

Members Present:

Reena Szczepanski, Chair
Sophie Andar
Vivian Heye
Bonnie Keene
Michael Munson
Don Reece
Carolyn Roberts

Member(s) Absent:

Kim Straus [excused]
Laurie Glaze
Anna Voltura

County Staff Present:

Patricia Boies, Director, Health Services Division
Rachel O'Connor, Director, Community Services Department
Kyra Ochoa, Health Services Staff
Katie Schwartz, Mobile Health Van
Julia Valdez, Constituent Liaison
Joseph Montoya, Housing Director

Others Present:

Anna Hansen, Commissioner	Mark Boschelli, PMS
Robert Egan, BCBS	Pam Hyde, Hyde and Associates
Beth Holland, La Familia	Bonnie Lochner, PMS
Julian Duran, BCBC	Marisol Atkins, Hyde and Associates
Desiree Valdez, NMDOH	
Kristen Carmichael, Southwest Care Center	
Terrie Rodriguez, Alliance of Health Councils	
Elizabeth Peterson, Accountable Health Community	

III. Introductions

Those present introduced themselves.

IV. Approval of Agenda: Add item VII. Recommendation to the Board of County Commissioners for Assignment of Contract from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center to Provide Enhanced Social Detoxification Services

Ms. Boies stated the Legal Department cleared the addition of this late item. With that change, Commissioner Roberts moved approval and Commissioner Keene seconded. The motion carried unanimously.

V. Approval of Minutes

May 5, 2017: Commissioner Roberts moved approval. Commissioner Keene seconded and the motion to approve the May minutes passed without opposition.

VI. Matters of Public Concern

None were presented.

VII. Recommendation to the Board of County Commissioners for Assignment of Contract from Christus St. Vincent (CSV) Regional Medical Center to Santa Fe Recovery Center to Provide Enhanced Social Detoxification Services

Ms. O'Connor stated this reassignment of contract is a result of an ongoing collaboration between CSV, the County and the Santa Fe Recovery Center. CSV has been providing social detox at the sobering center since 2009. RFPs have been released a number of times and CSV has been the only bidder. The County has provided \$300,000 annually through its DWI funds. However, the sobering center has been seeing an increasingly complicated clientele, including those with medical needs and poly-substance abuse.

Under the assignment of the contract to Santa Fe Recovery, they will now be providing an enhanced social detox model with a full-time nurse, a half-time physician, medical technicians and a continuum of care. The County will continue to provide \$300,000 in funding, and CSV will be providing close to \$500,000. The City has been approached about funding as well. Although it will not be a full medical detox, the services will be considerably enhanced and elongated. The contract assignment will be going before the Board of County Commissioners on June 13th and she asked for HPPC's recommendation and support prior to that.

Ms. Boies noted that the City's Human Services Committee, on which she sits, recently approved a recommendation to the City Council to support the enhanced social detox program in the amount of \$150,000.

Ms. O'Connor said the total cost will be \$1.1 million in operational costs and the state will also be providing funds. There will be 15 beds and maximum stay will be seven days. There

will be a full-time counselor and a case manager. Ms. O'Connor described the anticipated access procedures which will be more open than it is currently.

Ms. Atkins, who sits on the Board of Santa Fe Recovery Center, described the continuum of services that will be available.

Ms. O'Connor said they are still working on procurement issues and the lease, which has to go before the State Board of Finance.

Commissioner Roberts moved to recommend the contract assignment and Commissioner Keene seconded. The motion carried unanimously.

VIII. Presentations

A. Behavioral Health Crisis Center Update

Ms. O'Connor indicated many people are working on this project, and she outlined the goals: provide services for those with mental health problems and/or addiction, for their families and caregivers to get information and assistance, and to provide linkages to community services. Santa Fe County has been investing in navigation in order to reduce unnecessary admissions to the emergency department and detention facilities, as well as to provide de-escalation and ongoing support.

The Center will serve those 18 years of age and older, with 2,500 visits per year anticipated. It will use a "living room" model and be open 12 hours, whereas the Mobile Crisis Response Team, with its essential link to law enforcement, operates 24 hours. Partners would include HUGS and Life Link.

Ms. O'Connor pointed out the County has \$2 million in bond monies allocated for the purchase or remodeling of a County facility. It is anticipated that the 2052 Galisteo building could be used after remodeling. Issues remain regarding when Community Services, currently located in that building, would be able to move into new space at the to-be-constructed new downtown County building, not anticipated before fall of 2019. Annual operation costs are estimated at \$1.3 to \$1.5 million and this funding stream could come from an increase in gross receipts tax now being contemplated. Additional funding could come from the state, Medicaid, the City and or private sources. She gave details of phasing, organization and planning and outlined the next steps. She noted many things could change between now and full implementation.

VIII. B. Trends in Santa Fe County Gap Analysis

Pam Hyde gave a status report on the ongoing gap analysis as part of the Accountable Health Community effort. She reviewed the project elements and gave details on the input that has taken place. She said the purpose of the study is to provide information to the decision makers to help set priorities. Community engagement is a big component. She emphasized there are tremendous amounts of data in some areas and in other areas very little. "Provider locations are not necessarily where the needs are."

Ms. Hyde anticipated a draft would be completed at the end of this summer.

Ms. Hyde highlighted key points including the importance of housing, behavioral health needs, issues around seniors, and navigation of services. Dissemination of information is essential, even to providers.

County Commissioner Hansen asked about training people for in-home care careers at the Santa Fe Community College. Ms. Hyde said they haven't arrived at the point of making recommendations yet.

Ms. Rodriguez recommended using up to date technology, including SHARE New Mexico and NMCAL, the crisis line. Ms. Ochoa said the Accountable Healthcare Communities is working with SHARE New Mexico and is also pursuing approaches to data sharing among providers.

IX. Matters from the Commission and Staff

A. Director's Report

Ms. Boies reported the following:

- There are HPPC vacancies from Districts 1, 3 and 4, and she asked for suggestions on potential candidates
- Judy Williams, long-time Chair of the HPPC, will be recognized by the BCC during their meeting on June 13th which begins at 2:00 pm.
- Action on possible GRT increments will be before the Board of County Commissioners meeting on June 27th, with public hearing beginning no earlier than 5:00 pm
- The Southside Farmers Market, named El Mercado del Sur will be reopening on July 4th at 6009 Jaguar Drive; the Mobile Health Van will be visiting that location regularly over the summer
- The Food Policy Council is interested in providing more fresh food at the senior center and a pilot program is being discussed
- Homework Diner continues and a contract for summer food programs has just been released

Ms. Ochoa said contracts have been prepared for seven community services providers to deliver navigation services connecting people with resources for social needs. The contracts are with The Life Link, City of Santa Fe Fire's MIHO program, Christus St. Vincent, the teen parenting program at Santa Fe Public Schools, United Way/home visiting program, Interfaith Community Shelter, and the Santa Fe Public Schools Adelante program.

Ms. Boies reported that she and Ms. Ochoa have been meeting with FQHCs (federally qualified health centers) to discuss moving toward contracts in lieu of claims with Health Care Assistance funding, to include navigation services for social needs, and they are getting ready to prepare an RFP.

B. Other Matters from the Commission

Commissioner Heye asked if participants in the Subutex program get case management and Ms. Ochoa said they do. The Community Services Department would like to work with clinics to support more MAT – medication assisted treatment.

X. Future Agenda Items

In addition to previously mentioned items, Ms. O'Connor mentioned it might be worthwhile to invite the re-entry team from Corrections to give a presentation.

XI. Announcements

- A. Next HPPC meeting Friday, July 7, 2017, 9 a.m., County Community Services Department Conference Room, 2052 Galisteo Street, Santa Fe**

XII. Adjournment

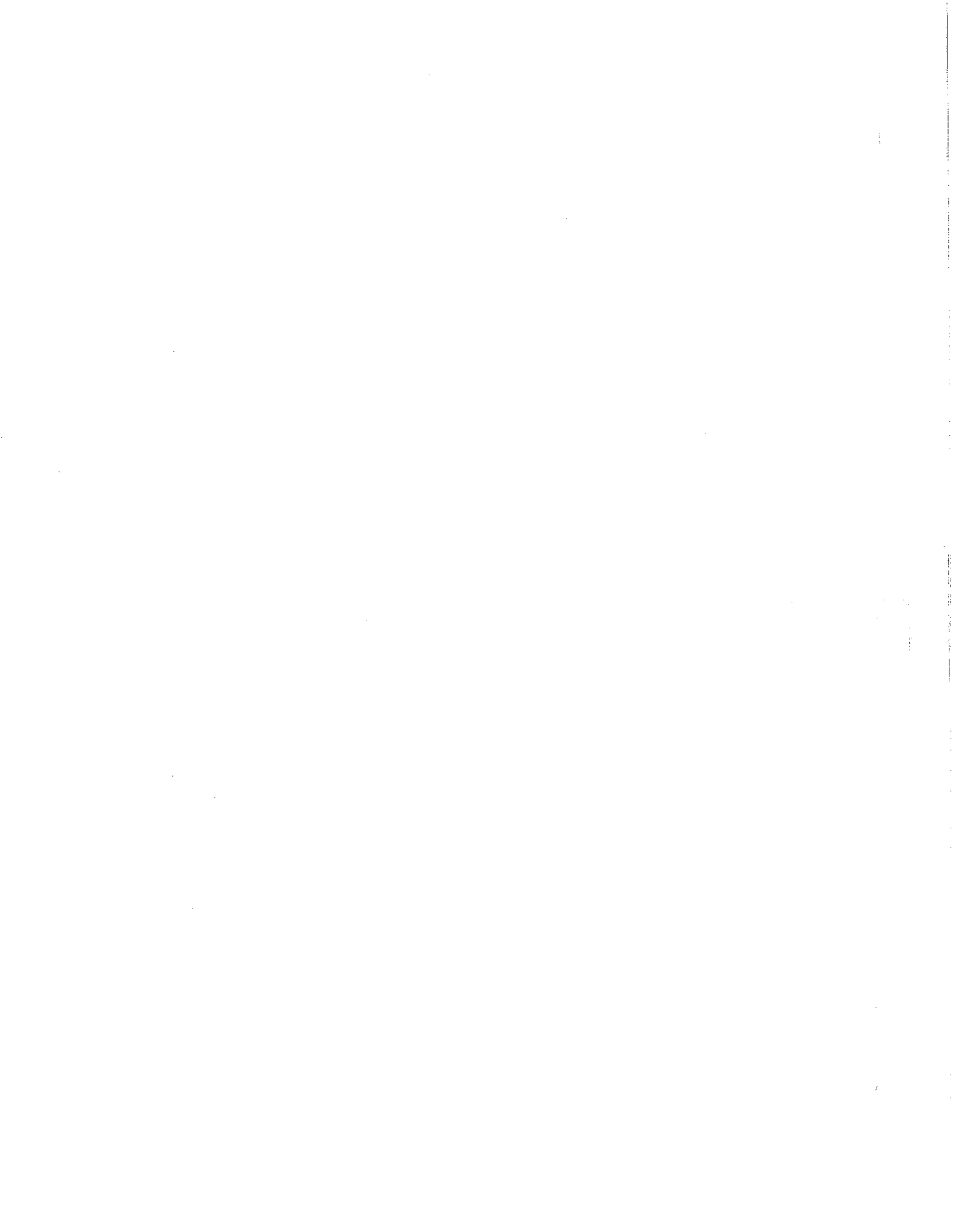
This meeting was declared adjourned at approximately 10:50 a.m.

Approved by:

Reena Szczepanski, Chair
Health Policy & Planning Commission

Respectfully submitted by:

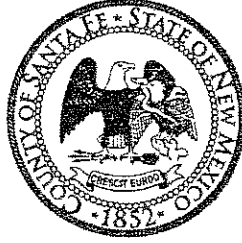
Debbie Doyle, Wordswork



Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 7, 2017

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager *KM 7.17.17*

FROM: Michael K. Kelley, Public Works Department Director *MK 7/12/17*

ITEM AND ISSUE: *BCC Meeting July 25, 2017*

Approval Of Grant Of Natural Gas Easement By Santa Fe County To EMW Gas Association
(Public Works/Terry Lease)

SUMMARY:

EMW Gas Association ("EMW") is expanding its natural gas services ("Services") in the Edgewood NM area and wishes to obtain an easement from the County to cross the County's Thunder Mountain Fire Station located at 18 Dinkle Road, Edgewood, New Mexico.

BACKGROUND and DISCUSSION:

EMW was formed in 1964 for the purpose of bringing its Services to the Estancia Valley, and in the late 1970s EMW extended its Services to the Town of Edgewood and surrounding areas. EMW's current project is in the area of Dinkle Road and EMW wishes to obtain an easement from the County that would allow them to bore under Interstate 40 to again expand their services to a new area of customers.

As part of the consideration for the grants of easement EMW will install, at EMW's expense, one natural gas service connection and meter to serve the County's Thunder Mountain Fire Station. The new service connection will fully replace the existing onsite propane tank.

ACTION REQUESTED:

Approval and execution of the easement to EMW.

NATURAL GAS EASEMENT AGREEMENT

This Natural Gas Easement Agreement ("Agreement") is between Santa Fe County ("Grantor" or "County"), a political subdivision of the State of New Mexico, and EMW Gas Association ("Grantee"), a domestic nonprofit corporation whose address is 416 5th, Estancia, New Mexico, 87016.

RECITALS

A. Grantor is the fee owner of real property whose address is 18 Dinkle Road, Edgewood, New Mexico ("Property") and which is more particularly described in that certain Warranty Deed recorded on July 11, 2001 in Book 1937, Page 996 in the records of the County Clerk of Santa Fe County, New Mexico.

B. Grantee is installing natural gas facilities known as the Dinkle Road Project (the "Project") in order to provide natural gas service to areas of Santa Fe County.

C. Grantee requires a long-term natural gas easement across a portion of the Property to complete the Project.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Natural Gas Easement.

1.1 Natural Gas Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a 99-year natural gas easement (the "Natural Gas Easement") over, under, in, along, across and upon the portion of the Property depicted and described on the attached and incorporated Exhibits A1 and A2 ("Easement Area"), solely for the purposes of constructing, installing, maintaining, operating, repairing, replacing and using natural gas improvements and any related equipment or fixtures (collectively, "Authorized Purposes") that may be necessary or appropriate, under normal or emergency circumstances, to assure the continued operation of the natural gas improvements (collectively, "Natural Gas Improvements"), and for access to the Easement Area to carry out the Authorized Purposes.

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to Grantee a temporary construction easement (the "Temporary Construction Easement") over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of the Natural Gas Improvements and any studies, testing, or surveys that may be necessary prior to construction and installation.

2. Terms of Easement

2.1 Natural Gas Easement. The Natural Gas Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until expiration of the term or until Grantee has, if ever, abandoned the Natural Gas Easement, as the term "abandonment" is defined in Section 6.7 below.

2.2 Term of Natural Gas Easement. The term of the Natural Gas Easement shall commence on its effective date and end on the 99th anniversary of the effective date.

2.3 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the Natural Gas Improvements and restoration of the disturbed surface or (ii) one year after the effective date of this Agreement.

3. Gas Service Connection. As part of the consideration for the grants of easement under this Agreement, Grantee shall install at Grantee's expense one natural gas service connection and meter to serve the County Fire Station located on the Property. The new service connection shall be acceptable to the County and fully replace the existing onsite propane tank.

4. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; *provided*, however, that Grantor shall not erect or maintain any buildings which may cause damage to the Natural Gas Improvements or interfere with Grantee's right to carry out the Authorized Purposes under this Agreement.

5. Construction of Natural Gas Improvements.

5.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the Natural Gas Improvements.

5.2 Compliance with Laws. Grantee shall construct the Natural Gas Improvements in a workmanlike manner and in compliance with the applicable federal, state, and local laws including but not limited to those applicable to gas pipeline safety.

5.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by Grantee in carrying out any of the Authorized Purposes, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following; *provided*, however, that existing native vegetation removed for the Authorized Purposes, shall not be restored.

6. General Provisions.

6.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the Natural Gas Easement granted by this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

6.2 Assignment. This Agreement is assignable by either party upon notice to the other party and recordation of the assignment.

6.3 Effective Date. This Agreement shall be effective upon the last date written below.

6.4 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

6.5 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

6.6 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Easement Area.

6.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of Grantee's improvements for a period of 36 consecutive months, this Agreement and all easement rights granted there under shall terminate.

6.8 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

6.9 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements between the parties concerning the Natural Gas Easement and Temporary Construction Easement, if any.

6.10 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

6.11 Batement Act. Grantee acknowledges that Grantor is governed by the Santa Fe County Board of County Commissioners ("BCC"). BCC is subject to the Batement Act, NMSA 1978, Section 6-6-11(1968), which prohibits BCC from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by Grantor and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

6.12 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

IN WITNESS of this, the undersigned have executed this Agreement as of the last date written below.

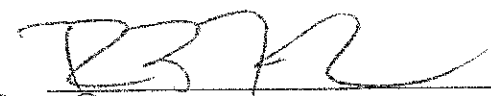
SANTA FE COUNTY - GRANTOR:

By: _____ Date: _____
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners
C/O Santa Fe County Public Works Director
424 NM 599
P.O. Box 276
Santa Fe, NM 87504-0276

ATTEST:

_____ Date: _____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



En Gregory S. Shaffer, Santa Fe County Attorney
John Wofford SEC Finance 6-28-17

GRANTEE:

By: _____ Date: _____
James Schweback
Chairman, Board of Directors
EMW Gas Association
PO Box 118
Estancia, NM 87016

ACKNOWLEDGEMENT OF GRANTEE

State of New Mexico

County of Torrance

This instrument was acknowledged before me on _____, 2017 by James Schwebach, as _____ (title) of EMW Gas Association, for and on behalf of said corporation.

Signature of Notarial Officer

My commission expires: _____

Exhibit "A-2"
Legal Description of Easement Area

A tract of land located west of the Town of Edgewood, Santa Fe County, New Mexico within Section 19, Township 10 North, Range 7 East, N.M.P.M., being Tract A-5-1 of the Land Division Created by Diane Dena Foosaner to donate Parcel to Edgewood Firefighters Association as the same is shown on the Plat thereof prepared by Allen C. Grace, PS 12443, filed for record in the Office of the Santa Fe County Clerk in Book 478, Page 029 on July 11, 2001;

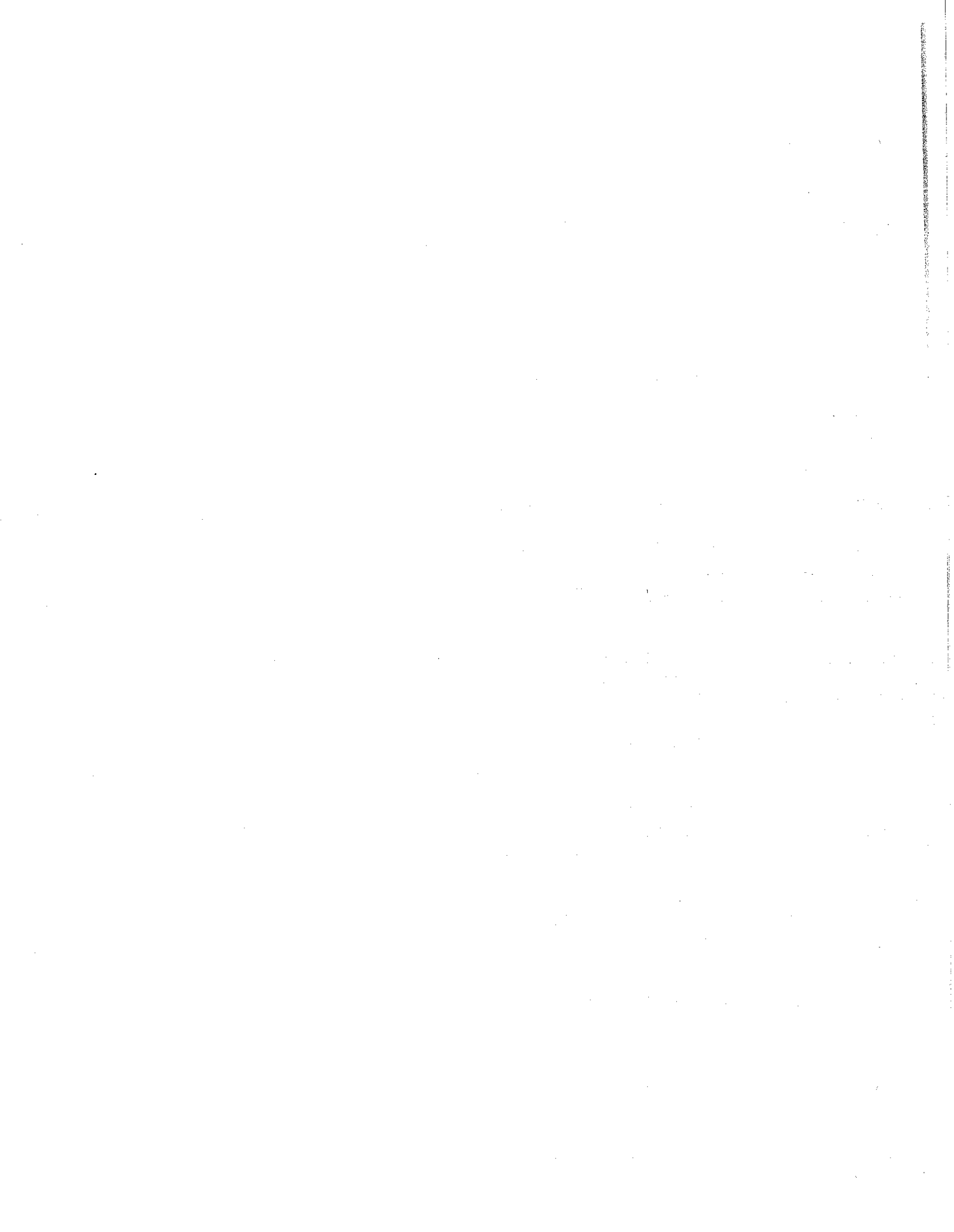
The easement shall be 10 feet in width, the centerline of which is described as follows:

Beginning at the northern most point of the easement, a point on the south line of Dinkle Road (County Road 8), whence a NMDOT Highway Iron Rail Monument on the north right of way of Interstate Highway I-25 bears $S89^{\circ}49'07''W$, 229.18 feet;

Thence, leaving the south line of Dinkle Road, $S6^{\circ}06'37''W$, 103.16 feet to an angle point of this easement;

Thence, following a line parallel and being 5 feet south of the north right way line of Interstate Highway I-25, $S63^{\circ}47'18''E$, 98.09 feet for the end of the easement and containing 0.046 acres, more or less.

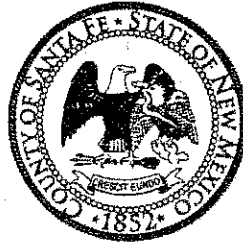
Along with a temporary construction easement generally located at the south side of the existing parking lot for staging equipment. The temporary construction easement shall expire upon completion of construction.



Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 12, 2017

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager, CPO

VIA: Katherine Miller, County Manager
David Sperling, Fire Chief
Don Moya, Finance Director

ITEM AND ISSUE: BCC Meeting July 25, 2017

Request Approval of Price Agreement #2017-0240-FD/IC Bunker Gear for Santa Fe County Fire Department to L.N. Curtis & Sons for an Indefinite Quantity and Grant Signature Authority to the County Manager to Sign the Purchase Order. (Bill Taylor, Purchasing Division)

SUMMARY:

The Fire Department and Purchasing Division solicited an Invitation for Bid (IFB) #2017-0240 for **Bunker Gear for Santa Fe County Fire Department** in accordance Section 13-1-103 NMSA 1978. The Fire Department requests authorization and approval to enter into Agreement #2017-0240-FD/IC with the lowest responsive Bidder - L.N. Curtis & Sons.

BACKGROUND:

The Santa Fe County Purchasing Division conducted an Invitation for Bid (IFB) pursuant to 13-1-103 NMSA 1978. According to Section 13-1-104 NMSA 1978, the IFB was advertised in the Legal Section of the New Mexican and the Albuquerque Journal as well as posted to the County's web site. Bids were accepted from the following firms:

Municipal Emergency Services, Inc. (Tempe, AZ)

LN Curtis (Phoenix, AZ)

Artesia Fire (Albuquerque, NM)- Submitted a bid but the required samples provided to the County submitted did not meet the minimum specifications.

Each piece of the structural firefighting gear was put through a series of comprehensive functional and material tests by representatives of the Santa Fe County Fire Department to determine which bunker gear met National Fire Protection Association (NFPA) G extreme 3.0, manufactured by Globe Products and distributed by L.N. Curtis & Sons, met or exceeded the equipment specifications and provides the best value for Santa Fe County Fire Department staff.

ACTION REQUESTED:

The Fire Department requests authorization and approval to enter into Agreement #2017-0240-FD/IC with L.N. Curtis & Sons for Bunker Gear for Santa Fe County Fire Department. The Purchasing Division also requests signature authority for the County Manager to execute the purchase order.

**PRICE AGREEMENT
BUNKER GEAR FOR THE FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 by and between **Santa Fe County**, a political subdivision of the County of the State of New Mexico (hereinafter referred to as "the County") and **L.N. Curtis & Sons, Southwest Division**, located at 4647 South 33rd Street, Phoenix, AZ 85040 (hereinafter referred to as the "Contractor.")

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide the items to a Using Department which issues a Purchase Order.
- E. **"Price"** means the prices paid by the County and its Departments for the uniforms for the Sheriff's Office as described in Exhibit A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Exhibit A of this Price Agreement is the prices for the Contractor's services and deliverables. Exhibit A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Exhibit A. Any service ordered by the County must be an item described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2017-0240-FD/IC.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2017-0240-FD/IC including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
 - 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the items and services.

3. PAYMENT. All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meet specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any service until the service has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of services or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any service or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be 1 year from the Effective Date. The County has the option to extend this Agreement at the same price, terms and conditions for a period of 3 additional years. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of this Agreement. The term of this Agreement shall not exceed four years in total.

5. CANCELLATION.

- A.** The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B.** The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.

- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and

other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

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

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

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

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

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County Fire Department
Attn: Fire Chief
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

L.N. Curtis & Sons
Attn: Brendon Norton
4647 South 33rd St.
Phoenix, AZ 85040

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

26. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, CT Corporation System, a New Mexico business located at, 206 Coronado Ave, Espanola, NM 87532-2792, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY:

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

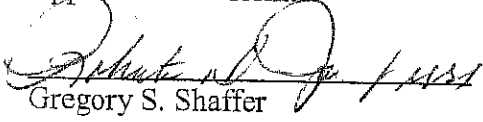
Date

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date

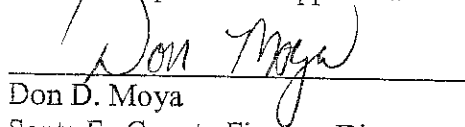
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

7-11-17
Date

Finance Department Approval:



Don D. Moya
Santa Fe County Finance Director

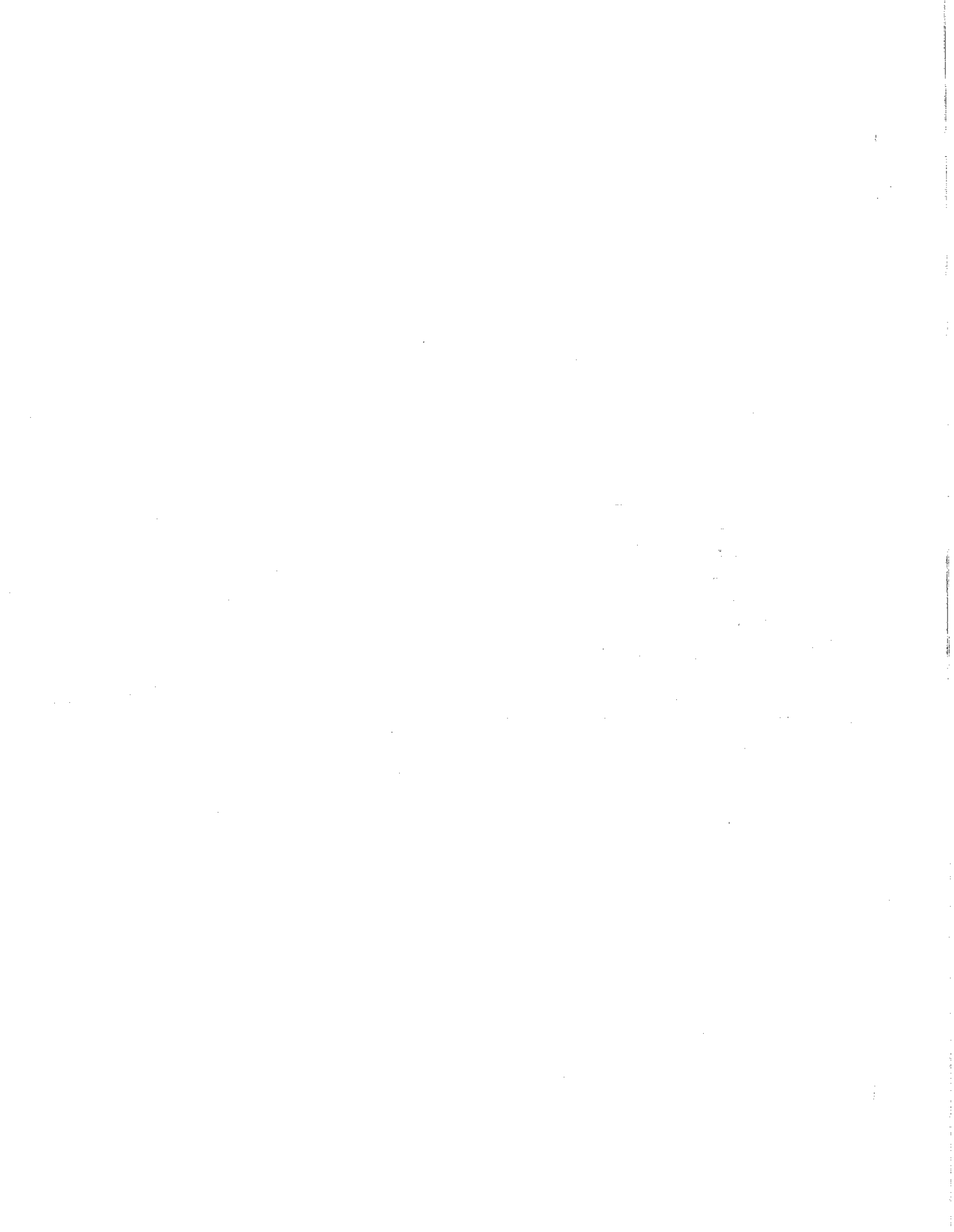
7-10-17
Date

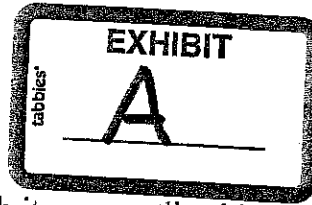
CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)





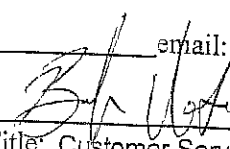
Please offer your best price, for each item as outlined below. The Bidders shall complete the following bid sheet in full, for Bid No. 2017-0240-FD/IC, including signature at the bottom as stated. All bids shall be based on the samples bunker gear provided and evaluated by the Santa Fe County Fire Department. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 2:00 P.M. on July 10, 2017.

Item	Est. Qty	Item Description	Price Per Item	Written in Words
1.	100	Structural Firefighting Coat Per Specifications Brand Name <u>Globe GXTREME 3.0</u> Stock # <u>G-XTREME 3.0 JACKET GLOBE</u>	\$ 1,205.00	One thousand, two hundred and five dollars and no cents
1. a	100	Structural Firefighting Coat Black PBI Brand Name <u>Globe GXTREME 3.0</u> Stock # <u>G-XTREME 3.0 JACKET GLOBE (Black Agility)</u>	\$ 1,205.00	One thousand, two hundred and five dollars and no cents
2.	100	Structural Firefighting Pants Per Specifications Brand Name <u>Globe GXTREME 3.0</u> Stock # <u>G-XTREME 3.0 PANTS GLOBE</u>	\$882.00	Eight hundred and eighty-two dollars and no cents
2. a	100	Structural Firefighting Pants Black PBI Brand Name <u>Globe GXTREME 3.0</u> Stock # <u>G-XTREME 3.0 PANTS GLOBE (Black Agility)</u>	\$882.00	Eight hundred and eighty-two dollars and no cents
3.	100	Structural Firefighting Helmet Per Specifications Brand Name <u>Bullard</u> Stock # <u>USTM6R350 BULRD - MATTE</u> <u>UST6R350 BULRD - GLOSS</u>	\$260.00 (Matte) \$291.00 (Gloss)	Two hundred sixty dollars and no cents Two hundred ninety-one dollars and no cents
4.	100	Structural Firefighting Gloves Per Specifications Brand Name <u>Shelby</u> Stock # <u>5280G SHELBY</u>	\$ 78.00	Fifty dollars and no cents Seventy-eight dollars and no cents
5.	100	Structural Firefighting Boots Per Specifications Brand Name <u>Globe Footgear</u> Stock # <u>G301300 GLO - Onyx Boots</u>	\$309.00	Three hundred and nine dollars and no cents
6.	100	Flame Resistant Fire Fighting Hood Brand Name <u>PGI Cobra</u> Stock # <u>3049298 PGI- Cobra Carbon Hood</u>	\$34.00	Thirty-four dollars and no cents

Bidder's Name: L.N. Curtis & sons

Bidder's Phone: 877-453-3911

email: BNorton@LNCurtis.com

Signature Of Authorized Bidder's Agent: 

Title: Customer Service & Operations Manager



