

Daniel "Danny" Mayfield
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

To: Santa Fe County Board of County Commissioners

From: Rachel O'Connor, Community Services Department Director

Via: Katherine Miller, County Manager

Date: October 14, 2014

Re: Approval of County Health Care Assistance Claims in the Amount of \$38,268.00
(Community Services Department/Rachel O'Connor)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$38,268.00.

BACKGROUND:

The BCC has approved FY 2015 funding for the County Health Care Assistance Fund, to fund community-based providers, including ambulance providers. The Health Care Assistance Program has processed claims this month in the amount of \$38,268.00, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$38,268.00.

10/28/14

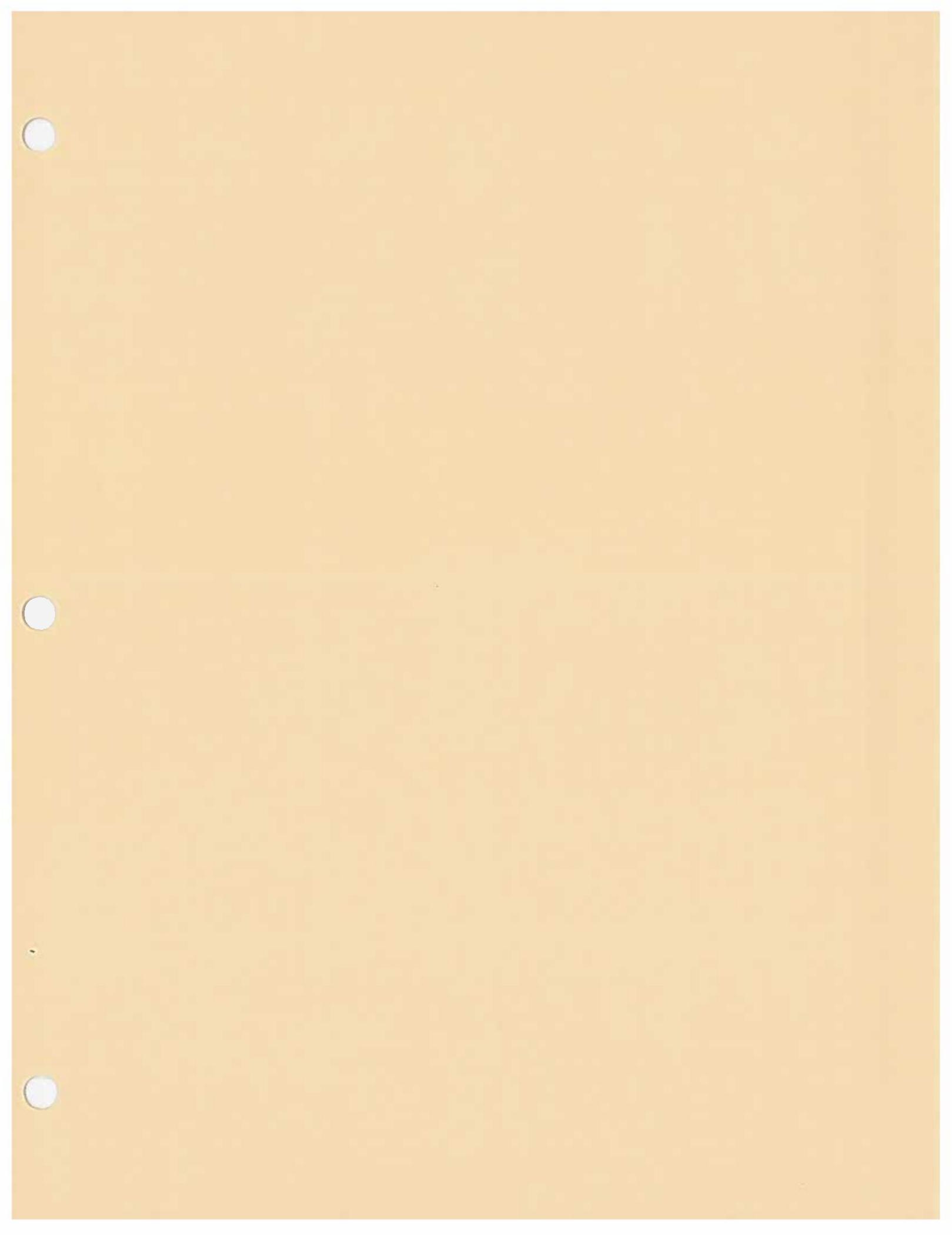
**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
28-Oct-14**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	112	\$18,839.00
Southwest Care Center/Women's Health	7	\$1,159.00
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico		
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
Santa Fe Recovery Center	4	\$18,270.00
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
City of Santa Fe Ambulance Services		
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
Total	123	\$38,268.00

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2015

28-Oct-14

Provider Name	FY 15 Allocated Funding	Claims from FY14 Approved Through October 14, 2014	Claims from FY15 Approved Through October 14, 2014	Claims from FY15 Presented October 28, 2014	FY 15 Remaining Balance	% Remaining
Primary Care Providers						
La Familia Medical Center	425,000.00	24,815.00	40,335.00	18,839.00	341,011.00	80%
SW Care/Women's Health Services	40,000.00	1,499.71	540.00	1,159.00	36,801.29	92%
PMS: Hope Medical Center & Ortiz Mountain Health	7,000.00				7,000.00	100%
El Centro of Northern of NM	7,000.00				7,000.00	100%
First Choice Healthcare	500.00				500.00	100%
Pecos Valley Medical Center	500.00				500.00	100%
Total Primary Care Providers	480,000.00	26,314.71	40,875.00	19,998.00	392,812.29	82%
Substance Abuse Treatment Providers						
Santa Fe Recovery Center	191,000.00	7,225.00	43,270.00	18,270.00	122,235.00	64%
Life Link	43,000.00	745.00	64.00		42,191.00	98%
Hoy Recovery Program	6,000.00				6,000.00	100%
Millennium Treatment Services	1,000.00				1,000.00	100%
<i>Set-aside for third-party assessment for need for residential treatment</i>	9,000.00				9,000.00	100%
Total Substance Abuse Treatment Providers	250,000.00	7,970.00	43,334.00	18,270.00	180,426.00	72%
Mental Health Providers						
Life Link	50,000.00	64.00	128.00		49,808.00	100%
PMS PACT Team	25,000.00				25,000.00	100%
Total Mental Health Providers	75,000.00	64.00	128.00		74,808.00	100%
Ambulance Providers						
City of Santa Fe Ambulance Services	21,000.00				21,000.00	100%
Santa Fe County Fire Department	21,000.00	939.04			20,060.96	96%
Espanola Hospital Ambulance	3,000.00				3,000.00	100%
Total Ambulance Providers	45,000.00	939.04			44,060.96	98%
Contingency	25,000.00				25,000.00	100%
Total Health Care Assistance Provider Claims	875,000.00	35,287.75	84,337.00	38,268.00	717,107.25	82%
UNM Health Sciences Center (FY 2014 Funding)						
Cremations (Under Separate Cover)	25,000.00	600.00	3,000.00	1,200.00	20,200.00	81%
Grand Total	900,000.00	47,727.66	84,337.00	38,268.00	729,667.34	81%



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County Manager

MEMORANDUM

DATE: *October 6, 2014*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *10/15/14*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 28, 2014*

Request Approval of an Amendment to the Grant of Right-of-Way Easement to Cuatro Villas Domestic Water Users Association for the Purpose of Installing Two 500,000-Gallon Concrete Water Storage Tanks and a Distribution Infrastructure at La Puebla Park

SUMMARY:

Cuatro Villas Mutual Domestic Water Users Association has requested an amendment to a right-of-way easement to expand the right-of-way to include use of a retention pond for the purpose of discharging overflow from the water storage tanks.

BACKGROUND:

On May 31, 2011, the Board of County Commissioners (BCC) granted a Right-of-Way Easement to Cuatro Villas Mutual Domestic Water Users Association (Cuatro Villas MDWUA) for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County. The grant of Right-of-way Easement (Instrument #1636303) was duly recorded with the Santa Fe County Clerk on June 1, 2011. This Right-of-way Easement provided Cuatro Villas MDWUA, a non-profit community water association, a right-of-way for the purpose of constructing and maintaining water storage and distribution infrastructure at the County's La Puebla Park in La Puebla, NM. The water infrastructure will serve the public by providing a reliable clean source of potable water, adequate pressure and sufficient storage for fire suppression for over 1,500 households in the service area. The 2011 agreement is attached.

DISCUSSION:

The current Right-of-way Easement consists of 0.74 acres of the total 5.76 acres patented to the County by the Bureau of Land Management. There is a retention pond on La Puebla Park that collects run-off water flows from rain and snow melt. The amendment, if approved, will increase the Right-of-way Easement area to 0.934 acres by including the park's retention pond in the easement area.

The Cuatro Villas MDWUA has agreed to regularly inspect the retention pond, to be solely responsible for the infrastructure placed in the right-of-way and retention pond, to be solely responsible for the repair of damage to the right-of-way and retention pond if such damage was caused by Cuatro Villas MDWUA's use of the right-of-way or by overflow from the tanks or site, and to share the costs of repair of the retention pond with the County due to damage caused by natural events.

ACTION REQUESTED:

Approval of the Amendment to the Right-of-Way Easement.

ATTACHMENTS:

1. 2011 agreement
2. 2014 amendment

**SANTA FE COUNTY
RIGHT OF WAY**

Santa Fe County, a political subdivision of the State of New Mexico, (hereinafter "Grantor") hereby grants and conveys to Cuatro Villas Mutual Domestic Water Users Association, (hereinafter "Grantee") a right of way for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County under the Recreation and Public Purpose Act, Patent No. 30-2005-099 in Santa Fe County, New Mexico, located in Township 20 North, Range 9 East, section 4, lot 35 in La Puebla, New Mexico ("Grantor's Property"). This Right of Way is approximately 0.74 acres, as more particularly described on Exhibit A, attached hereto and incorporated herein.

This Right of Way is subject to the following terms and conditions:

1. Purposes. The water tanks and distribution infrastructure to be built by Grantee will provide potable water, adequate water pressure and sufficient storage for fire suppression, and water for landscaping for the La Puebla Park Community Center located on Grantor's Property as well as water service for the Grantee's customers.
2. Compliance with Laws. Grantee shall comply with all laws and orders of federal, state, and local governmental agencies that are applicable to the activities conducted on or about the Right of Way area by or on behalf of Grantee.
3. Hazardous Materials. Grantee shall refrain from storing or discharging any hazardous wastes or toxic substances as defined in 42 U.S.C. Section 9601-9657 on the Right of Way area or any other portion of the adjacent property owned by Grantor. Grantee will not use, or permit its contractors to use, the Right of Way at any time in such a manner as to cause a violation of or to give rise to a removal, restoration or other remedial obligation under any statute, rule, ordinance, order, judgment, decree, requirement or common law of any federal, state, local or other governmental entity having jurisdiction over the Right of Way, including, without limitation, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C.6901, et seq., and the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. (collectively, "Environmental Laws"). Grantee shall promptly provide written notice to Grantor of the following if actually discovered by Grantee or brought to Grantee's attention: (1) any potential, threatened or known release of any dangerous or hazardous waste material, element or substance on, under or from the Right of Way; (2) any adverse hazardous environmental condition on or affecting the Right of Way; and (3) any violation of any Environmental Laws affecting the Right of Way, and upon Grantee's receipt of any such notice of the foregoing from any governmental authority. If and when actually discovered by Grantee or brought to Grantee's attention, Grantee shall promptly provide Grantor written notice of any discharges, spillage, contamination, or other mishandling of a hazardous substance on the Right of Way during the term of this Right of Way and any extension thereof. If liable therefore, Grantee's liability for the cost of remediating the same shall be governed by the applicable Environmental Laws and the applicable provisions of the New Mexico Tort Claims Act.
4. Grantee Responsibility - Indemnification. Grantee agrees that Grantor shall have no responsibility for any activity, work, or thing done by Grantee or its employees, agents and

SFC CLERK RECORDED 05/01/2011

contractors on the Right of Way or other portion of Grantor's Property or any liability resulting therefrom, all of which shall be Grantee's responsibility (including without limitation the design, construction and maintenance of the tanks and infrastructure in the Right of Way), subject to the applicable provisions of the New Mexico Tort Claim Act.

- A. The Grantee shall defend, indemnify, and hold harmless the Grantee (County and its Elected Officials, agents, and employees) from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) that directly or indirectly arise out of the Grantee's actions.
- B. The Grantee agrees that the Grantor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Grantor and that such suit will not be settled without the Grantor's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the Grantor and the Grantee in such demand, suit, or cause of action, the Grantor may retain its own counsel to represent the Grantor's interest.
- C. The Grantee's obligations under this section shall not be limited by the provisions of any insurance policy the Grantee is required to maintain under this Right of Way.

5. Insurance.

- A. General Conditions. The Grantee 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 Grantee shall procure and maintain during the life of this Right of Way a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 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 by the Grantee on property the is the subject of this Right of Way; and coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work. The County of Santa Fe shall be a named additional insured on the policy.
- C. Increased Limits. If, during the life of this Right of Way, 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 Grantee shall increase the maximum limits of any insurance required herein.

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6. No Interference. Grantee agrees that its activities and those of its agents and contractors related to use of this Right of Way will not interfere with the recreational purposes of Patent No. 30-2005-099.

7. Restoration and Reclamation. Grantee agrees to restore and otherwise reclaim the land surface of the Right of Way and any other Property disturbed by Grantee, its agents and contractors to pre-construction condition following construction of the water tanks and infrastructure.

8. Miscellaneous.

a) No provision of this Right of Way shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Right of Way shall be construed to modify it or waive either party's right to insist upon strict performance of the terms of this Right of Way.

b) This Right of Way contains the entire agreement of the parties hereto with respect to the subject matter of this Right of Way and no representations, inducement, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

c) This Right of Way shall be interpreted under the laws of the State of New Mexico.

d) The parties acknowledge that this Right of Way is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.

e) The headings of this Right of Way have been inserted for convenient references only and are not to be considered in the construction of any provision hereof.

f) This Right of Way may be executed in counterparts that together will be a single instrument.

g) This Right of Way may be modified only by a written document signed and notarized by both parties and recorded in the official records of Santa Fe County, New Mexico.

h) This Right of Way shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of the successors and assigns of the Grantor and Grantee.

REC CLERK RECORDED 05/01/2011

SANTA FE COUNTY

FIRST AMENDED RIGHT OF WAY

By a grant of right-of-way easement (Instrument # 1636303) duly recorded with the Santa Fe County Clerk on June 1, 2011, Santa Fe County (hereinafter "Grantor") granted and conveyed to Cuatro Villas Mutual Domestic Water Users Association, (hereinafter "Grantee") a utility right-of-way for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County under the Recreation and Public Purpose Act, Patent No. 30-2005-099 in Santa Fe County, New Mexico, located in Township 20 North, Range 9 East, Section 4, Lot 35 in La Puebla, New Mexico ("Grantor's Property"). The Grantor's Property is generally known as the "La Puebla Park" located on Placita Road in the Village of La Puebla, New Mexico. The access right-of-way and utility right-of-way easement is as described on Exhibit A to Instrument # 1636303 recorded June 1, 2011.

1. Pursuant to Section 8(g) of Instrument # 1636303, the parties by this First Amended Right of Way agree to amend the legal description of the utility right-of-way easement to extend around a retention pond located on the Grantor's Property for the purpose of discharging overflow from the Grantee's water storage tanks. Instrument # 1636303 recorded on June 1, 2011 is hereby amended and modified to indicate the Grantee's use of the utility right-of-way easement to include Grantee's installation of a 12" overflow drainage pipe and use of the existing retention pond located along the southeast portion of Lot 35, north of Placitas Road along the southeast utility right-of-way boundary. By this First Amended Right of Way, Exhibit A of Instrument # 1636303 recorded June 1, 2011, is hereby replaced and superseded by Exhibit B, attached hereto and incorporated herein by reference. The construction and location of the drainage pipe within the amended utility right-of-way easement is as depicted on Exhibit B.

2. Paragraph 1 (Purposes) of Instrument # 1636303 is amended by inserting a subparagraph "A" to read as follows:

A. Grantee may use the right-of-way granted herein and as depicted on Exhibit B to construct and install a 12" drainage pipe from the water tank(s) to the retention pond for the purpose of draining overflow from the tank(s) and surface runoff from the tank site into the retention pond. Grantee will complete certain improvements to the retention pond to prepare it for receiving and holding overflow from Grantee's water tank(s). Grantee will regularly inspect the condition of the drainage pipe and retention pond and be solely responsible for maintenance of the drain pipe, mesh screen and pipe outlet located in the retention pond. Grantee shall be solely responsible for the repair of damage to the right-of-way or the retention pond if such damage was caused by Grantee's use of the right-of-way or by overflow from the Grantee's tanks or site. Grantee and Grantor agree to share the costs of repair to the retention pond due to damage caused by natural events.

3. Paragraph 6 (No Interference) of Instrument # 1636303 is amended to insert the following sentence:



