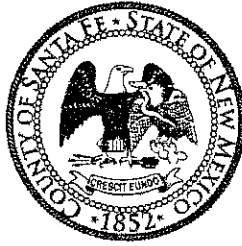


**Henry P. Roybal**  
Commissioner, District 1

**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:** February 3, 2016

**To:** Board of County Commissioners

**From:** Robert Griego, Planning Manager *RG*

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

**Item:** **Approval of a Memorandum of Understanding Between The Department of the Interior, Bureau of Land Management, Taos Field State Office And Santa Fe County As a Cooperating Agency For The Preparation of an Environmental Impact Statement For The Verde Transmission Project**

### **SUMMARY:**

The Bureau of Land Management (BLM) has invited Santa Fe County to participate as a Cooperating Agency for the proposed Verde Transmission Line Project. An MOU has been drafted and reviewed for consideration by the Board.

### **BACKGROUND:**

BLM is the lead agency for the proposed Verde Transmission Line project in accordance with the National Environmental Policy Act (NEPA) for the preparation of an Environmental Impact Statement (EIS) for this project. This project proposes to build approximately 33 miles of 345 kilovolt transmission lines in Santa Fe County and Rio Arriba County. The portion of the transmission line in Santa Fe County is approximately 15 miles and traverses through public, private and tribal land to connect to the PNM Norton substation in Santa Fe County.

Santa Fe County staff has met with the BLM Project Manager regarding the process involved for the County to serve as a cooperating agency for the EIS. A draft MOU was been submitted to the County for review. Staff reviewed the draft MOU and proposed changes which have been incorporated into the final MOU for consideration by the Board of County Commissioners (Board).

BLM's Public Comment period for the Verde Transmission Project closed on January 5<sup>th</sup>, 2017. Santa Fe County submitted public comments through County Manager Katherine Miller to BLM Taos Field Manager Sarah Schlanger on January 4<sup>th</sup>, 2017. The public comments submitted by Manager Miller identified County policies that should be addressed through the Environmental Impact Statement (EIS) in Santa Fe County.

BLM has requested Santa Fe County be a Cooperating Agency for the EIS process as stated in the MOU. As a Cooperating Agency, Santa Fe County will:

- Provide technical information to the BLM such as data, analysis, and expertise regarding Santa Fe County zoning and ordinances;
- Provide recommendations for mitigation measures for the BLM to use in the EIS; and
- Review drafts and reports that will be used in the EIS.

As a Cooperating Agency, Santa Fe County will not issue the Record of Decision (ROD) or decide what is in the EIS or draft the EIS. Importantly, the MOU expressly provides that nothing in the MOU will alter, limit, or supersede the authorities and responsibilities of either party on any matter within their respective jurisdictions. Nothing in the MOU shall require the Parties to perform beyond its respective authority.

The MOU expressly states that any development application submitted to Santa Fe County under the SLDC shall be evaluated upon its merits by the relevant recommending and decision-making bodies, based upon the record developed through the separate SLDC process. Any information provided and comments made by Santa Fe County staff pursuant to the MOU represent the views of staff and is not binding on the SLDC Hearing Officer, the Santa Fe County Planning Commission, or the Board of County Commissioners with respect to any development application that may be submitted to Santa Fe County under the SLDC.

#### **DISCUSSION:**

The MOU will establish the County's role and responsibilities with respect to the County's participation in the preparation of an EIS for the proposed Verde Transmission Line Project as described in Attachment A to the MOU.

Approval of the MOU with Santa Fe County as a cooperating agency working with BLM's Taos Field Office for the preparation of an EIS for the Verde Transmission Line Project will not create a conflict of interest for any SLDC application that may come before the SLDC Hearing Officer, the Santa Fe County Planning Commission, or the Board of County Commissioners.

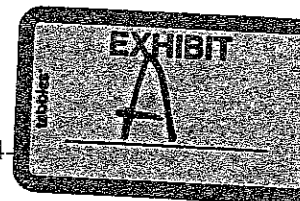
#### **ACTION REQUESTED:**

Staff requests the Board consider approval of the Memorandum of Understanding between the Department of the Interior, Bureau of Land Management, Taos Field Office and Santa Fe County as a Cooperating Agency for the preparation of an Environmental Impact Statement for the Verde Transmission Project (see attached).

#### **EXHIBITS:**

Exhibit A: Memorandum of Understanding Between The Department of the Interior, Bureau of Land Management, Taos Field State Office And Santa Fe County As a Cooperating Agency For The Preparation of an Environmental Impact Statement For The Verde Transmission Project

Exhibit B: Public Comments submitted by Santa Fe County to BLM on January 4, 2017



**Memorandum of Understanding  
Between  
The Department of the Interior, Bureau of Land Management,  
Taos Field State Office  
And  
Santa Fe County  
As a Cooperating Agency For The  
Preparation of an Environmental Impact Statement  
For The Verde Transmission Project**

**I. Introduction**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Taos Field Office (BLM) and Santa Fe County for the purpose of preparing an Environmental Impact Statement (EIS) for a proposed transmission line right-of-way known as the Verde Transmission Project. The BLM is the lead federal agency (Lead Agency) for development of the Verde Transmission EIS. BLM acknowledges that Santa Fe County has jurisdiction by law applicable to the Verde Transmission EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Santa Fe as a Cooperating Agency and the BLM (Parties).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

**II. Purpose**

The purposes of this MOU are:

- A. To designate Santa Fe County as a Cooperating Agency in the EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and Santa Fe County that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the Lead Agency with responsibility for the completion of the EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EIS process.

**III. Authorities for the MOU**

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:
  - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  - 2. BLM planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Santa Fe County to enter into this MOU include, but are not limited to:
  - 1. NMSA 1978, § 4-37-1 (Board of County Commissioners' authority to enact and enforce ordinances).
  - 2. NMSA 1978, § 3-21-1, (Santa Fe County's adoption of a comprehensive zoning plan).
  - 3. Santa Fe County Sustainable Land Development Code (SLDC), Santa Fe County Ordinance No. 2015-11, and Santa Fe County's Zoning regulations.

#### IV. Roles and Responsibilities

##### A. BLM's Responsibilities:

- 1. As Lead Agency, the BLM retains final responsibility for the content of all EIS and NEPA documents, which include the Draft Resource Management Plan Amendment, Draft EIS, the Proposed Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the proposed right-of-way transmission line and proposed Resource Management Plan Amendment, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
- 2. To the fullest extent consistent with its responsibilities as Lead Agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by Santa Fe County in the Verde Transmission Right-of-Way EIS process, giving particular consideration to those topics on which Santa Fe County is acknowledged to possess jurisdiction by law or special expertise.
- 3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide Santa Fe County with copies of documents underlying the EIS relevant to Santa Fe County responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

B. Cooperating Agency Responsibilities:

1. Santa Fe County is a Cooperating Agency in this Verde Transmission Right-of-Way EIS process and is recognized to have jurisdiction by law and special expertise in the following areas:
  - a. Jurisdiction by law with regards to management responsibilities related to Santa Fe County zoning and ordinance requirements.
2. Santa Fe County will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, Santa Fe County will provide information on the following topics:
  - a. impacts the power line will have on County zoning and ordinance requirements, impacts the power line will have on County residents near the vicinity of the proposed power line, and other County concerns that may be brought to the attention of County officials as a result of the proposed project.
  - b. Other such information that is relevant to the proposed power line project issues or data needs.
3. Within the areas of their jurisdiction or special expertise, Santa Fe County may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve EIS project issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents.
4. Santa Fe County will coordinate with the BLM and both agencies will determine if Santa Fe County will be required to provide any technical studies, data sets, etc., in support of the EIS.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this EIS process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for EIS milestones and timeframes for Santa Fe County reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the EIS process, except that the BLM may contract with the Cooperating Agency for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.2.

V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority. Without limiting the generality of the foregoing, entering into this MOU and having Santa Fe County staff perform the duties of a cooperating agency hereunder does not: (i) require any development application submitted to Santa Fe County under the Santa Fe County Sustainable Land Development Code (SLDC) to be approved or disapproved or (ii) indicate or mean that the Board of County Commissioners of Santa Fe County, the Santa Fe County Planning Commission, or their members or the SLDC Hearing Officer has prejudged any development application that may be submitted to Santa Fe County under the SLDC or any factual issue that such application(s) may raise. Any development application submitted to Santa Fe County under the SLDC shall be evaluated upon its merits by the relevant recommending and decision-making bodies, based upon the record developed through the separate SLDC process. Any information provided and comment made by Santa Fe County staff pursuant to this MOU represent the views of staff and is not binding on the SLDC Hearing Officer, the Santa Fe County Planning Commission, or Board of County Commissioners with respect to any development application that may be submitted to Santa Fe County under the SLDC.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Santa Fe County representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperating Agencies disagree on substantive elements of the EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of Santa Fe County views in the Draft EIS and the Proposed Final EIS. The BLM will also describe substantial

inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.

F. Management of Information.

Santa Fe County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) or other federal or state laws or statutes. Santa Fe County agrees not to release these materials to individuals or entities other than the Parties to this MOU.

G. Conflict resolution.

1. Facilitation. If the Parties deem necessary, they agree to retain an independent facilitator to foster clear and efficient communication.

H. Coordination with contractors.

The Lead Agency has selected a 3<sup>rd</sup> party environmental contractor to prepare the EIS on behalf of the BLM. SWCA Environmental Consultants (SWCA) serves as the BLM's contractor for the overall EIS which includes duties such as public involvement, data collection, environmental analysis, and EIS preparation. Santa Fe County may provide information and comments directly to the contractor and collaborate with contractor's technical staff and subcontractors on matters within Santa Fe County jurisdiction or special expertise. Santa Fe County acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with SWCA, and that Santa Fe County is not authorized to provide technical or policy direction regarding the performance of the contract between BLM and SWCA.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between Santa Fe County and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized official of the BLM and Santa Fe County.

B. Amendment. This MOU may be amended through written agreement of BLM and Santa Fe County.

C. Termination. If not terminated earlier, this MOU will terminate when the ROD for the EIS is approved by the BLM New Mexico State Director. Either Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Department of the Interior  
Bureau of Land Management  
Taos Field Office  
226 Cruz Alta Road, Taos, NM 87571

*Sarah Schlanger*

for Sarah Schlanger  
Field Manager, Taos Field Office

*2/1/17*  
Date

SANTA FE COUNTY

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

Date

Attestation:

Geraldine Salazar  
Santa Fe County Clerk

Approved as to form:

*Gregory S. Shaffer*

Gregory S. Shaffer  
Santa Fe County Attorney

*2-2-17*

Date



Attachment A

Cooperating Agency Participation in the Verde Transmission Project  
Environmental Impact Statement

	RMP/EIS Stage	Potential Activities of Santa Fe County (Cooperating Agency - CA) within their acknowledged areas of expertise
1	Conduct public scoping meetings and identify issues	Provide input on preparation plan; identify coordination requirements based on Santa Fe County plans; identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in reviewing/ assessing scoping comments (review of scoping report); identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data & provide planning criteria	Identify data needs; provide data and technical analysis within County expertise. Provide advice on planning criteria.
3	Formulate alternatives	Collaborate with BLM Project Manager, EIS Contractor (SWCA) and BLM Field Managers and BLM ID Team reps. in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is reserved to the BLM]
4	Estimate effects of alternatives	Provide effects analysis within Santa Fe County's expertise, identify direct, indirect, and cumulative effects with Santa Fe County's expertise, and suggest mitigation measures for adverse effects.
5	Select the preferred alternative; issue Draft EIS	Collaborate with BLM Project Manager, EIS Contractor (SWCA), and BLM Field Managers and BLM ID Team reps. in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. Santa Fe County may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM]
6	Respond to Comments	As appropriate, review comments within Santa Fe County's expertise and provide assistance to BLM in responding
7	Issue Proposed Final EIS	[Action reserved to the BLM.]
8	Sign Record of Decision (ROD) or	[Action reserved to the BLM].
8a	Resolve protests; modify Proposed Final EIS if needed, sign ROD	[Action reserved to the BLM] If NMDOT provided information relevant to a protest, may be asked to for clarification.

## Attachment B

### Schedule

Note: This Schedule portion of the MOU will be updated and finalized as the project progresses and as issues are identified. BLM and Santa Fe County will work together, as well as other Cooperating Agencies to finalize and agree on a schedule that is realistic and achievable.

[examples of schedule entries]

Task	Responsibility	Dates
conduct scoping and identify issues	BLM Core Team & County reps.	TBD
review scoping comments	BLM Core Team & County reps.	TBD
review and comment on affected environment chapter (administrative draft)	BLM Core Team & County reps.	TBD
formulate alternatives	BLM Core Team & County reps.	TBD
estimate effects of alternatives (for identified areas of cooperator expertise)	BLM Core Team & County reps.	TBD

### Attachment C

#### Agency Representatives

##### BUREAU OF LAND MANAGEMENT

EIS Name : Verde Transmission Project EIS

Primary Representative: Adrian Garcia – BLM Project Manager  
Phone - (505) 954-2199  
E-Mail Address - agarcia@blm.gov  
Physical Address - Bureau of Land Management  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, NM 87508

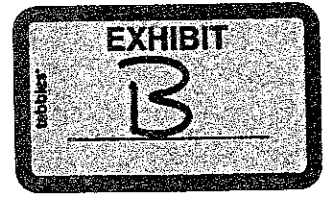
Backup Representative: Brad Higdon – NEPA & Planning Coordinator  
Phone - (575) 751-575-4725  
E-Mail Address - bhigdon@blm.gov  
Physical Address - Bureau of Land Management  
Taos Field Office  
226 Cruz Alta Road  
Taos, NM 87571

##### SANTA FE COUNTY

Primary Representative: Robert Griego, Santa Fe County Planning Manager  
Phone - (505) 986-6215  
E-mail Address- rgriego@santafecountynm.gov  
Physical Address - 102 Grant Avenue, Santa Fe, NM 87504

Backup Representative: Paul Olafson, Planning Projects Manager  
Phone - (505) 992-9866  
E-Mail Address - polafson@santafecountynm.gov  
Physical Address - 102 Grant Avenue, Santa Fe, NM 87504

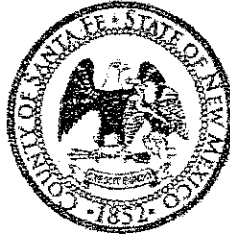




**Henry P. Roybal**  
*Commissioner, District 1*

**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*

January 4, 2017

Bureau of Land Management  
Sarah Schlanger, Taos Field Manager  
226 Cruz Alta Road  
Taos, New Mexico 87511

Dear Ms. Schlanger,

Santa Fe County received your letter dated April 4, 2016 regarding an invitation for Santa Fe County to participate as a Cooperating Agency for the Verde Transmission Line Project. We responded to your request on April 15<sup>th</sup>, 2016 stating that we would be a Cooperating Agency. However, Santa Fe County has not received a final MOU from BLM establishing Santa Fe County as a Cooperating Agency. I understand that the Public Scoping Process for the Environmental Impact Statement closes on January 5, 2017. Therefore, Santa Fe County is submitting the following public comments for the Verde Transmission Line Project.

**Santa Fe County Public Comments on Proposed Verde Transmission Line Project**

Santa Fe County's Sustainable Growth Management Plan (SGMP) is the statutorily authorized comprehensive plan which should be considered when reviewing the EIS. The SGMP included significant public process and identified plan elements and directives which form the SGMP policy framework. The EIS for the Verde Transmission Project should address the following in Santa Fe County:

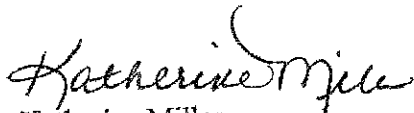
- SGMP Goals, Vision and Principles
- SGMP Resource Conservation Goals
- SGMP Keys to Sustainability
- SGMP Plan Elements to be considered include Land Use, Economic Development, Agriculture and Ranching, Resource Conservation, Open Space, Trails, Parks and Recreation Areas, Public Safety, Renewable Energy and energy efficiency and Sustainable Green Design.
- The Pojoaque Valley Strategic Plan and Community Plan Update which was developed through a community plan process and is an amendment of the SGMP for the Pojoaque area.
  - The Pojoaque community vision 2025 identifies the importance of the cultural, scenic and rural character and of the area.
- The Sustainable Land Development Code (SLDC)

- Chapter 7 includes specific requirements for Utilities in Section 7.12.
- SLDC Community Overlay District for the Pojoaque Valley in section 9.13 includes a Use Matrix.
- Public comments presented to the Board of County Commissioners regarding the Verde Project on November 29<sup>th</sup>, 2016.

Attached to this letter is an addendum which provides references to the comments identified above which should be considered as part of the EIS.

Thank you for considering these comments. We look forward to participating with BLM as a Cooperating Agency for the Verde Transmission Project.

Sincerely,

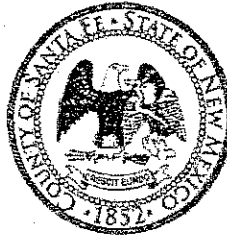


Katherine Miller,  
Santa Fe County Manager

**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*

**Santa Fe County Public Comments on Proposed Verde Transmission Line Project  
Addendum:**

- 1) Sustainable Growth Management Plan  
<http://www.santafecountynm.gov/documents/ordinances/2015-155.pdf>
  - SGMP Goals, Vision and Principles: Pages 15-16
  - SGMP Resource Conservation Goals: Pages 110-112
  - SGMP Keys to Sustainability: Page 95
  - SGMP Plan Elements to be considered include Land Use, Economic Development, Agriculture and Ranching, Resource Conservation, Open Space, Trails, Parks and Recreation Areas, Public Safety, Renewable Energy and energy efficiency and Sustainable Green Design.
- 2) The Pojoaque Valley Strategic Plan and 2015 Pojoaque Community Plan Update
  - <http://www.santafecountynm.gov/media/files/Adopted%20Pojoaque%20Community%20Strategic%20Plan.pdf>
  - <http://www.santafecountynm.gov/media/files/2015%20Pojoaque%20Plan%20Update.pdf>
- 3) The Sustainable Land Development Code (SLDC)
  - [http://www.santafecountynm.gov/documents/ordinances/Ordinance\\_2015-11.pdf](http://www.santafecountynm.gov/documents/ordinances/Ordinance_2015-11.pdf)
  - Chapter 7 includes specific requirements for Utilities in Section 7.12.
  - SLDC Community Overlay District for the Pojoaque Valley in section 9.13 includes a Use Matrix.
- 4) Public Comments to Board of County Commissioners 11.29.16 (attached)





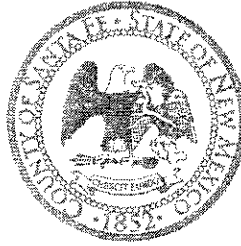




**Henry P. Roybal**  
*Commissioner, District 1*

**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*

**DATE:** *February 1, 2017*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager, CPO*

**VIA:** *Katherine Miller, County Manager*  
*Jeffrey Trujillo, ASD Director*  
*Gus Martinez, County Assessor*  
*Gary Perez, Deputy County Assessor*

**ITEM AND ISSUE: BCC Meeting February, 14, 2017**

**REQUEST APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. 2014-0211-AS/PL WITH BRIDGET JACOBEL FOR AN INCREASED CONTRACT AMOUNT OF \$65,000.00 FOR A TOTAL CONTRACT SUM OF \$260,000.00, EXCLUSIVE OF NM GRT AND EXEND THE CONTRACT FROM MARCH 6, 2017 TO MARCH 6, 2018 FOR LEGAL SERVICES ON PROPERTY TAX VALUATION MATTERS AND ADMNISTRATIVE LAW; AUTHORIZING THE COUNTY MANAGER TO SIGN AND EXECUTE THE PURCHASE ORDER. (Bill Taylor, Purchasing Division)**

**SUMMARY:**

The Purchasing Division along with the Assessor's Office are requesting the approval of Amendment No. 3 to Agreement No. 2014-0211-AS/PL with Bridget Jacobel to provide legal services for an additional year and increase the compensation by sixty five thousand dollars (\$65,000.00).

Amendment No. 3 will be the final renewal for the contract. The total contract sum will be \$260,000.00 with approval of the amendment, which requires the Board of County Commissioner's approval.

**BACKGROUND:**

On March 6, 2014, Santa Fe County entered into Agreement No. 2014-0211-AS/PL with Bridget Jacobel to provide legal assistance on property tax valuation matters and administrative law. The Agreement was procured through Request for Proposal (RFP) No. 2014-0211-AS/PL "Legal Services for the Assessor's Office" on January 12, 2014.

- The original contract amount was \$65,000 for the first year of services.
- Amendment No. 1 was approved on March 9, 2015 which extended the term of the Agreement and increased compensation by an additional \$65,000.
- Amendment No. 2 was approved on February 25, 2016 extending the term for one additional year and increasing compensation by an additional \$65,000 taking the total compensation amount to \$195,000.

Amendment No. 3 will extend the term of the Agreement from March 6, 2017 to March 6, 2018 and increase the compensation by an additional \$65,000 for a total contract sum of \$260,000.

**ACTION REQUESTED:**

The Purchasing Division and the Assessor's Office are requesting BCC approval of Amendment No. 3 to Agreement No. 2014-0211-AS/PL with Bridget Jacober in the amount of \$65,000.00 exclusive of NM GRT for the legal services in regard to property tax valuation matters and administrative law and request signature authority to be granted for the County Manager to execute the purchase order.

**AMENDMENT NO. 3  
BETWEEN SANTA FE COUNTY AND BRIDGET JACOB  
TO PROVIDE LEGAL SERVICES FOR THE ASSESSOR'S OFFICE**

This Amendment is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Bridget Jacober**, hereafter referred to as "the Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a formal Request for Proposals, RFP No. 2014-0211-AS/PL, for legal services for the Assessor's Office; and

**WHEREAS**, the County and Contractor entered into Agreement No. 2014-0211-AS/PL on March 6, 2014 for these services for a term of one year; and

**WHEREAS**, Section 18, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED" of Agreement No. 2014-0211-AS/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term of the Agreement from March 6, 2015 to March 6, 2016 and increased compensation by \$65,000; and

**WHEREAS**, Amendment No. 2 was amended to extend the term of this Agreement for an additional year from March 6, 2016 to March 6, 2017 and increased compensation in the amount of \$65,000.00;

**WHEREAS**, by this Amendment No. 3 both parties desire to extend the term of this Agreement for an additional year from March 6, 2017 to March 6, 2018 and increase compensation in the amount of \$65,000.00;

**NOW, THEREFORE**, the parties agree as follows:

1. Article 2. "COMPENSATION AND INVOICING" a new subparagraph is inserted as "2.A.3") to read as follows:
  3. By Amendment No. 3, the total amount payable to the Contractor under this Agreement, for the term of March 6, 2017 to March 6, 2018 shall be increased by sixty-five thousand dollars (\$65,000.00). The compensation payable to the Contractor for the term of this Agreement shall not exceed two hundred sixty thousand dollars (\$260,000.00), exclusive of gross receipts tax.
2. Article 3. "EFFECTIVE DATE AND TERM" a new subparagraph "3.c" is inserted to read as follows:

- c. By Amendment No. 3, the term of this Agreement is extended for one (1) year from March 6, 2017 to March 6, 2018 on the same terms and conditions as stated herein.
3. All other provisions of the Agreement No. 2014-0211-AS/PL not specifically amended or modified by this Amendment No. 2, and Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No.3 to Agreement 2014-0211-AS/PL as of the date first written above.

**SANTA FE COUNTY**

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

**ATTESTATION:**

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

**APPROVED AS TO FORM:**

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

Date 1-27-17

**FINANCE DEPARTMENT APPROVAL**

\_\_\_\_\_  
Don D. Moya  
Santa Fe County Finance Director

1-20-17  
Date

**CONTRACTOR:**

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

1-31-2017  
Date

\_\_\_\_\_  
(Print Name & Title)

**AMENDMENT NO. 2  
BETWEEN SANTA FE COUNTY AND BRIDGET JACOB  
TO PROVIDE LEGAL SERVICES FOR THE ASSESSOR'S OFFICE**

This Amendment is made and entered into as of this 25<sup>th</sup> day of February, 2016 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Bridget Jacober**, hereafter referred to as "the Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a formal Request for Proposals, RFP No. 2014-0211-AS/PL, for legal services for the Assessor's Office; and

**WHEREAS**, the County and Contractor entered into Agreement No. 2014-0211-AS/PL on March 6, 2014 for these services for a term of one year; and

**WHEREAS**, Section 18, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED" of Agreement No. 2014-0211-AS/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term of the Agreement from March 6, 2015 to March 6, 2016 and increased compensation by \$65,000; and

**WHEREAS**, by this Amendment No. 2 both parties desire to extend the term of this Agreement for an additional year from March 6, 2016 to March 6, 2017 and increase compensation in the amount of \$65,000.00.

**NOW, THEREFORE**, the parties agree as follows:

1. Article 2. "COMPENSATION AND INVOICING" a new subparagraph is inserted as "2.A.2." to read as follows:
  2. By Amendment No. 2, the total amount payable to the Contractor under this Agreement, for the term of March 6, 2016 to March 6, 2017 shall be increased by sixty-five thousand dollars (\$65,000.00). The compensation payable to the Contractor for the term of this Agreement shall not exceed one hundred thirty thousand dollars (\$195,000.00), exclusive of gross receipts tax.
2. Article 3. "EFFECTIVE DATE AND TERM" a new subparagraph "3.b" is inserted to read as follows:
  - b. By Amendment No. 2, the term of this Agreement is extended for one (1) year from March 6, 2016 to March 6, 2017 on the same terms and conditions as stated herein.

3. All other provisions of the Agreement No. 2014-0211-AS/PL not specifically amended or modified by this Amendment No. 2, and Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 2 to Agreement 2014-0211-AS/PL as of the date first written above.

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
2/17/16  
Date

**FINANCE DEPARTMENT APPROVAL**

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

\_\_\_\_\_  
2/17/16  
Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

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


\_\_\_\_\_  
(Print Title)

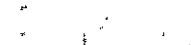


3. All other provisions of the Agreement No. 2014-0211-AS PL not specifically amended or modified by this Amendment No. 2, and Amendment No. 1 shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to Agreement 2014-0211-AS PL as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

  
Date

**APPROVED AS TO FORM**

  
Gregory S. Shaffer  
Santa Fe County Attorney

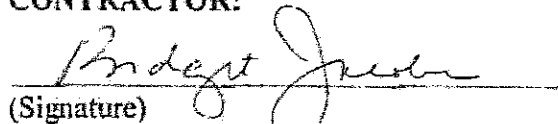
2/17/16  
Date

**FINANCE DEPARTMENT APPROVAL**

  
Carole H. Jaramillo  
Santa Fe County Finance Director

2/17/16  
Date

**CONTRACTOR:**

  
(Signature)

2/23/2016  
Date

Bridget Jacobson  
(Print Name)

Attorney  
(Print Title)



**AMENDMENT NO. 1  
BETWEEN SANTA FE COUNTY AND BRIDGET JACOB  
TO PROVIDE LEGAL SERVICES FOR THE ASSESSOR'S OFFICE**

This Amendment is made and entered into as of this 9th day of March, 2015 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Bridget Jacober**, hereafter referred to as "the Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a formal Request for Proposals, RFP No. 2014-0211-AS/PL, for legal services for the Assessor's Office; and

**WHEREAS**, the County and Contractor entered into Agreement No. 2014-0211-AS/PL on March 6, 2014 for these services for a term of one year; and

**WHEREAS**, Section 18, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED" of Agreement No. 2014-0211-AS/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

**WHEREAS**, Section 3, "EFFECTIVE DATE AND TERM" of Agreement No. 2014-0211-AS/PL the County has the option to renew the Agreement on the same terms and conditions for one year; and

**WHEREAS**, by Amendment No. 1 the parties agree to renew the term of Agreement No. 2014-0211-AS/PL from March 6, 2015 to March 6, 2016 and increase compensation by \$65,000.

**NOW, THEREFORE**, the parties agree as follows:

1. Article 2. "COMPENSATION AND INVOICING" a new subparagraph is inserted as "2.A.1) to read as follows:
  - 1) By Amendment No. 1, the total amount payable to the Contractor under this Agreement, for the term of March 6, 2015 to March 6, 2016 shall be increased by sixty-five thousand dollars (\$65,000.00). The compensation payable to the Contractor for the term of this Agreement shall not exceed one hundred thirty thousand dollars (\$130,000.00), exclusive of gross receipts tax.
2. Article 3. "EFFECTIVE DATE AND TERM" a new subparagraph "3.a" is inserted to read as follows:
  - a. By Amendment No. 1, the term of this Agreement is extended for one (1) year from March 6, 2015 to March 6, 2016 on the same terms and conditions as stated herein.

3. All other provisions of the Agreement No. 2014-0211-AS/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 1 to Agreement 2014-0211-AS/PL as of the date first written above.

**SANTA FE COUNTY:**

Katherine Miller  
Katherine Miller  
Santa Fe County Manager

3-5-15  
Date

**APPROVED AS TO FORM**

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

3/3/15  
Date

**FINANCE DEPARTMENT APPROVAL**

Teresa C. Martinez  
Teresa C. Martinez  
Santa Fe County Finance Director

3/3/15  
Date

**CONTRACTOR:**

Bridget Jacobson  
(Signature)

3/9/2015  
Date

Bridget Jacobson  
(Print Name)

Attorney  
(Print Title)

**PROFESSIONAL SERVICES AGREEMENT  
WITH BRIDGET JACOBER  
TO PROVIDE LEGAL SERVICES FOR THE ASSESSOR'S OFFICE**

**THIS AGREEMENT** is made and entered into this 6<sup>th</sup> day of March 2014, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **BRIDGET JACOBER**, a sole proprietor with its principal place of business located at 128 Grant Avenue, Suite 215, Santa Fe, New Mexico 87501, hereinafter referred to as the "Contractor".

**WHEREAS**, the Santa Fe County Assessor's Office requires legal assistance on property tax valuation matters and administrative law;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a formal Request for Proposals, RFP No. 2014-0211-AS/PL, for legal services for the Assessor's Office;

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, Santa Fe County has determined the Contractor as the most responsive and highest rated Offeror;

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

The Contractor shall advise and represent the County on property tax matters as directed by the County Attorney in consultation with the County Assessor.

The Contractor shall:

- A. Provide legal research and write legal memoranda regarding property valuation matters and administrative law;
- B. Prepare pleadings and briefs for district, appellate and supreme courts;
- C. Represent the County Assessor in certain protest proceedings and tax refund claims;
- D. Draft information documents and instruction for property owners as well as appraisal staff;
- E. Interface with any property owner's attorney for exchange of information necessary to appraise property;

- F. Work with the District Attorney's office in relation to charges of criminal tax evasion;
- G. Interface with taxpayers, attorneys and tax consultants who contact the Assessor's office;
- H. Work with attorneys and administrators of the Taxation and Revenue Department, the County Assessor and other Counties regarding issues that have state-wide property tax implications;
- I. Brief County Officials, employees and others on issues pertinent to this scope of work.

## **2. COMPENSATION AND INVOICING**

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

The total compensation to be paid under this Agreement including fees and costs shall not exceed sixty-five thousand dollars (\$65,000.00) exclusive of gross receipts tax.

The County shall pay Contractor at an hourly rate of \$150.00, exclusive of gross receipts tax.

- B. The Contractor shall submit a written request for payment to the County once a month. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### 3. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon the date indicated above and the Compensation set forth in Section 2 above shall be for legal services rendered from March 19, 2014 to March 18, 2015. The term of this Agreement is subject to extension in one (1) year increments not to exceed a term of four (4) years total, unless earlier terminated pursuant to Section 5 (Termination), of this Agreement.

### 4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, Scope of Work of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 2, Compensation and Invoicing of this Agreement, and for no other cost, amount, fee, or expense.

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

### 5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the determination. The termination shall be effective fifteen (15) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within fifteen (15) days, the breaching party shall have a reasonable time to cure the breach, provided that, within ten (10) days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than ten (10) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

### 6. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as

may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**7. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**10. INDEMNITY**

A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.



## **11. RECORDS AND INSPECTIONS**

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

## **12. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **13. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **14. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **15. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

## **16. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

**17. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**18. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, Scope of Work, of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**19. ENTIRE AGREEMENT; INTEGRATION**

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

**20. EQUAL OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**21. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**22. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

**23. NOTICE OF PENALTIES**

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

**24. NO THIRD-PARTY BENEFICIARIES**

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

**25. FACSIMILE SIGNATURES**

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

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, Compensation and Invoicing, of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**27. NEW MEXICO TORT CLAIMS ACT**

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

**28. INSURANCE**

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

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other

equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

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

E. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate.

## **29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. Contractor is a sole proprietor under the laws of the State of New Mexico.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## **30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

## **31. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: Bridget Jacober  
128 Grant Avenue, Suite 215  
Santa Fe, New Mexico

**32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

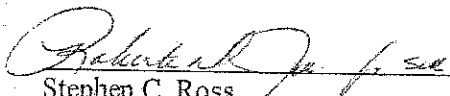
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

3.6.14  
Date

**APPROVED AS TO FORM:**

  
Stephen C. Ross,  
Santa Fe County Attorney

2/24/14  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa C. Martinez  
Santa Fe County Finance Director

2  
3/6/14  
Date

**CONTRACTOR:**

Bridget Jacob  
(Signature)

3/5/2014  
Date

By: Bridget Jacober  
(Print Name)

Its: Attorney  
(Print Title)



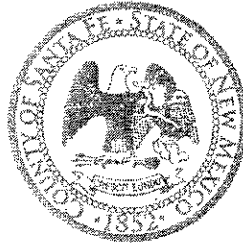




Henry P. Roybal  
Commissioner, District 1

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:** February 1, 2017

**To:** Santa Fe County Board of County Commissioners

**From:** Bill Taylor, Procurement Manager

**Via:** Katherine Miller, County Manager *KM*  
Pablo Sedillo, Public Safety Director  
Jeffrey Trujillo, ASD Director

**ITEM AND ISSUE: BCC Meeting February 14, 2017**

**Request Approval of Agreement No. 2016-0183-CORR/IC with Securus Technologies for the Jail Management System for the Adult Detention Facility for a Total Contract Amount of \$395,680.00, Exclusive of NM Gross Receipts Tax; Granting Signature Authority to the County Manager to Sign the Purchase Orders. (Bill Taylor, Purchasing Division)**

***ISSUE:***

The Purchasing Division requests approval of Agreement No. 2016-0183-CORR/IC with Securus Technologies to provide a license for a jail management system including a medical records system and annual maintenance for the Adult Detention Facility. The contract term is one (1) year with the option to renew for an additional three years on an annual basis not to exceed four years in duration. The contract amount is \$395,680.00, exclusive of New Mexico Gross Receipts Tax.

***BACKGROUND:***

Santa Fe County issued a Request for Proposal (RFP) No. 2016-0183-PW/IC on April 17, 2016. The solicitation was advertised in the Albuquerque Journal and posted to the County's website. Ten firms attended the pre-proposal conference and eleven proposals were received in response to the RFP.

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of five County members reviewed, scored and ranked the proposals as follows:

1. Securus Technologies, Dallas, TX
2. Caliber Justice, Glasgow, KY
3. Tribridge, Tampa, FL
4. SunGard, Lake Mary, FL

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

5. Black Creek Integrated System, Irondale, AL
6. Synergy Telecom, San Antonio, TX
7. ATIMS, Chatsworth, CA
8. Intellitech Corporation, Poland, OH
9. EIS, Ocala, FL
10. Beacon Software Soulutions, Ocala, FL
11. DSI-GSL, Reston, VA

Although all of the proponents are qualified firms the evaluation committee made its determination based on the best prepared and most responsive proposal. The top four firms were invited to present oral presentations and brief demonstrations of their product. After careful deliberation by the evaluation committee, these factors resulted in Securus Technologies being selected for a contract award.

***RECOMMENDATION:***

The Purchasing Division requests approval of Agreement No. 2016-0183-CORR/IC with Securus Technologies for a Jail Management System for the Adult Detention Facility for a contract amount of \$395,680.00; granting signature authority to the County Manager to sign the purchase orders.

**PROFESSIONAL SERVICES AGREEMENT  
WITH SECURUS TECHNOLOGIES INC.  
TO PROVIDE A JAIL MANAGEMENT SYSTEM  
FOR THE ADULT DETENTION FACILITY**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **SANTA FE COUNTY** ("County"), a political subdivision of the state of New Mexico, and **SECURUS TECHNOLOGIES INC.** whose principal place of business is 14651 Dallas Parkway, Ste. 600, Dallas, TX 75254 ("Contractor").

**WHEREAS**, Santa Fe County's Corrections Department requires an electronic jail management system to assist the Department with recording and accounting of multiple jail operations at the Santa Fe County Adult Detention Facility (SFADF); and

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal No. 2016-0183-CORR/IC for these services; and

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties agree as follows:

**1. SCOPE OF WORK**

The jail management system shall include inmate booking, release, medical and classification information, jail billing, incident reports, inmate property information, and bar code for tracking inmate identification.

**I. The Contractor will perform the following tasks:**

- a) Project Plan: Contractor shall prepare a project plan that includes identify system requirements; analyze the SFADF environment; define the project objectives and scope; estimate high-level project activities' completion dates and describe milestones; describe the feasibility of the project; outline the development of the project plan and software quality assurance plan, software configuration management plan and their approval processes; identify hardware specification for the SFADF, and identify hardware specifications for the Corrections Department's servers and workstations.
- b) Requirements definition: Contractor shall prepare an analysis of the County's current system, business practices, processes and needs; prepare the translation of

those processes and needs into formal requirements and plan the testing activities to validate the performance of the software products.

- c) Functional design: Contractor shall provide the overall structure of the software product defined from a functional viewpoint to include the logical system flow, data or organization system inputs and outputs, processing rules and operational characteristics of the software production from the County's point of view.
- d) System design: Contractor shall provide the County with user-oriented functional design specifications that are translated into a set of technical, computer-oriented system design specifications. The design should depict exactly how the County will utilize the software, and identify table data and /or any development required. Flow charts and graphics should be included as part of the system design.
- e) Integration and testing: Contractor shall ensure that all software components are integrated and tested to determine whether the software product meets predetermined functionality, performance, quality, interface and security requirements; supervise initial functionality testing, including tests with sample data, test cases with real data and tests using converted data in a controlled environment; provide on-site management, supervision and assistance to plan, prepare, assist and supervise system testing, as well as the comprehensive system structure.
  - i. User testing shall be structured to include many of the anticipated users, with training for users on test protocols and system expectations as part of the test preparation work, and supervision throughout the testing process.
  - ii. Certain phases of the testing shall be oriented towards exception testing, where the system is tested with invalid and out of range data.
- f) Installation and acceptance
  - i. Contractor shall install the software on-site to verify software readiness with the supplied hardware and conduct functionality testing. The objectives of the activities in this stage are to verify that software products meet design requirements and to obtain the County's acceptance and approval of the software product(s).
  - ii. The County will perform post-delivery and post-training acceptance testing for a period beginning at the end of each phase of system installation and implementation at the County site, and lasting for a maximum of six months. At any time before the end of this six-month period, if the specifications or requirements of this Agreement are not met, or features or functions said to be present in the Contractor's proposal are absent or do not function properly, the County may execute any or all of the following:
    - a) Require the Contractor modify the installed software to eliminate the deficiency to the County's satisfaction;
    - b) Require the Contractor re-install a new copy of the software;
    - c) Extend the acceptance testing period for a period of 30 days to allow time for the Contractor to remedy the problems;
    - d) Remove the application software, terminate this Agreement, and recover payments.

- g) Data conversion: Contractor shall provide on-site resources for accomplishment of data conversion to the new system, including testing and verification of data conversion results. Contractor and County staff will work together to configure a file format suitable for the conversion. Contractor shall load the data onto the new software database. The County anticipates historical conversion of multiple years' worth of historical data.
- h) Transition: Contractor shall provide transition, parallel system and supervision for the implementation to the new JMS system to include; integration, testing, installation, acceptance and data conversion phases.
- i) On-site training and assistance: Contractor shall provide continued on-site resources for the initial system start-up, including debugging, help-response to users, one on one training with critical users, and other recommended approaches to ensure a smooth implementation. Contractor will provide all supporting technical user documentations, help files, data files, libraries, software customizations and modifications. Any changes to the documentation or items listed above due to revisions or enhancements to the Contractor's software along with testing and training will be provided to the County by the Contractor at no additional charge.
- j) Maintenance: Contractor shall provide support for the JMS to include existing software support, updates to supplemental files, revisions to documentation, utilities, and new functionality through software upgrades. The Contractor shall provide 24 hour unlimited telephone technical support for the County Corrections Department staff members and members of County IT staff.

## II. Schedule

- k) Contractor will adhere to the schedule provided (see Exhibit B) including milestones, dates, and deliverables as described in Exhibit B. Contractor will make every effort to ensure that all activities are completed to the satisfaction of the County. The Contractor shall notify the County in writing as soon as it is reasonably possible, the delay of any established milestone. The written notification shall include justification and also suggested remedies to resume the agreed upon schedule.
- l) Significant delays of two weeks or more, not due to customer delays or changes, shall be justified in writing. The project timeline shall be modified to accommodate the delay. Liquidated damages may be assessed for unnecessary delays.

## III. System capabilities

- a) Windows based operating system.
- b) Compatibility with Microsoft Windows system printer drivers.
- c) Varying levels of system user security and access.
- d) Inmate photo imprinted onto primary booking information sheet.
- e) An integrated billing system that can accommodate multiple agency billing per inmate, allow for creative billing formulas, and provide for cost recovery needs.
- f) Complete user training, customer service, and a "help desk" feature.
- g) Component for inmate money control.
- h) Component for inmate medical control.

- i) Ability to pose a query on a variety of criteria.
- j) Ability to scan inmates as they move from one event to another using a bar code and ability to track movement in and out of the SFCADF.
- k) Automatic web uploads of inmate web site, i.e., as inmates are booked or released web site is uploaded.
- l) An "inmate search" field which will provide for specific detail on the basis for and activity of an inmate being searched.
- m) A component to automatically upload a flat data file (ASCII) (containing the booking, charge and personal data on each person booked) into the Santa Fe County's website data base, on a daily basis.
- n) A separate section to coordinate, record, and log jail programs (i.e. home detention and community service projects).
- o) Ability to interface with NM Courts system.

## 2. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) All costs and expenses shall be in accordance with the costs listed on Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax, shall not exceed three hundred ninety five thousand six hundred eighty dollars and no cents (\$395,680.00). Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification

accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one-year increments and on the same terms and conditions as stated herein. In no event shall the term of this Agreement exceed four years in total. 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 60 days prior to expiration of the term.

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1 (Scope of Work) of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 (Compensation, Invoicing and Set-Off) of this Agreement and for no other cost, amount, fee, or expense.

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

### **5. TERMINATION**

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

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.



**10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

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

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

**20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the

Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Attn: Santa Fe County Manager  
Santa Fe County  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276

and, Attn: Director of Public Safety  
Santa Fe County Department of Corrections  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276

To the Contractor: Securus Technologies Inc.  
Attn: Robert E. Pickens  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and properly licensed by New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## **25. FACSIMILE SIGNATURES**

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

## **26. NO THIRD-PARTY BENEFICIARIES**

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

## **27. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required

herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

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

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

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

## **28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **29. NEW MEXICO TORT CLAIMS ACT**

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

## **30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

## **31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints, National Registered Agents, Inc., a New Mexico company located at 206 S. 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.

### 32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

#### SANTA FE COUNTY:


\_\_\_\_\_  
Henry P. Roybal Chair  
Santa Fe County Board of County Commissioners

#### ATTESTATION:

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

\_\_\_\_\_  
Date

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

2-7-17

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Don D. Moya  
Finance Director

\_\_\_\_\_  
Date

#### CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print name and title)

\_\_\_\_\_  
Date

# EXHIBIT A

Securus Technologies  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254-8815  
Phone: (856)-787-0020  
Fax: (856)-787-0060  
[www.securustechnologies.com](http://www.securustechnologies.com)

TO: Iris Cordova  
Senior Procurement Specialist  
Santa Fe New Mexico

Date: 07/08/16  
Quote #  
Expires: 04/07/17  
Sales Associate: Zach Van Fleet

Phone: -  
email: [z.vanfleet@securus.com](mailto:z.vanfleet@securus.com)

Payment: Final Customer Facing Quote

*This quote is for software and related installation charges as described below*

User Licenses	User Licenses- per bed (Design Capacity)	560		\$102,750
Optional Modules				
	Cell Search		yes	\$3,000
	Commissary		yes	\$3,000
	Disciplinary		yes	\$6,000
	Grievance Report		yes	\$3,000
	Inmate Accounting		yes	\$9,000
	Program Management		yes	\$3,000
	Public Web		yes	\$6,000
	Visitation (\$15 a bed)		Yes	\$10,080
Tablet Software				
	Android Tablet Software per each Tablet	10	Yes	\$7,500
JMS Standard Interfaces				
	Zebra Badge Printer Interface - one way		Yes	\$5,000
	Driver's License Scanner Interface (booking & visitation)		Yes	\$3,000
	Commissary Interface		Yes	\$5,000
	VINE Interface		Yes	\$2,500
Professional Services				
	Project Management	4		\$6,000
	System Configuration/ Installation	6		\$9,000
	Admin Training	1		\$1,500
	End User Training	3		\$4,500
	Refresher Training	2		\$3,000
	Cut Over Services	1		\$1,500

Notes:

Jackson County Mississippi

User Licenses	User Licenses - Per bed (Design Capacity)	560		\$68,500
Optional Modules				
	Discharge		Yes	\$3,000
	ROI Center		Yes	\$3,000

	Consent Center		Yes	\$3,000
Subscriptions	MediSpan Subscription		Yes	\$9,000
Tablet Software	Android Tablet Software per each Tablet	3	Yes	\$2,250
EMR Standard Interfaces	Lab Interface (Lab Corp - 2 way)		Yes	\$9,500
	Pharmacy Interface (Diamond - 2-way)		Yes	\$7,500
Professional Services	Project Management	3		\$4,500
	System Configuration/ Installation	5		\$7,500
	Admin Training	1		\$1,500
	End User Training	1		\$1,500
	Refresher Training	1		\$1,500
	Cut Over Services	1		\$1,500

Notes:

#### EMR Notes

Custom Development		Yes	\$39,550
Optional Hardware and Software		No	\$10,550
Suite Wide Interfaces & Components			
	NCIC	Yes	\$12,500
	Archonix Law Web	Yes	\$7,500
	Document Management	Yes	\$2,500
	LiveScan (Sagem Morpho, Cross Match, Connexix)	Yes	\$5,000

Total:	\$77,600	\$7,610
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#### Summary

Full	Software Costs	153,330	
	Optional Interfaces	15,500	
	Professional Services	25,500	
	Total:	\$194,330	\$33,766

EMR	Software Costs	38,750	
	Optional Interfaces	17,900	
	Professional Services	18,000	
	Total:	\$123,750	\$21,150

#### Common Pricing

Custom Development	39,550
Optional Hardware and Software	10,550
Suite Wide Interfaces & Components	27,500



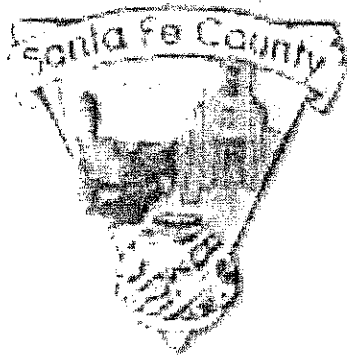
Total:	\$77,600	\$7,610
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Total Price For Products and Services

Total:	\$395,680.00	\$62,526.00
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NOTE: Unless otherwise stated above, this Quote is for software and professional services listed above. All Travel Costs (Meals, Travel, Hotel, Etc.) associated with Professional Services will be "Billed as Incurred" directly to the Customer. Maintenance fees are due 30 days after system installation, setup and configuration are completed.





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## SCOPE OF WORK

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### SANTA FE COUNTY, NM

PREPARED BY:	Tim Cogar, MBA
PREPARED FOR:	Santa Fe County, NM
Santa Fe County, NM Liaison:	TBD
SECURUS PROJECT MGR:	Tim Cogar, MBA
DATE SUBMITTED:	1/17/2017
DOCUMENT VERSION:	2.0

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DOCUMENT PURPOSE:	The statement of work provides a baseline understanding of the scope of the project to include the project's scope and deliverables, the work required to complete the deliverables, and ensure common understanding of the project's scope among all stakeholders. It also provides information at a very high level and is subject and very likely to change.
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CONTEXT / CONTENTS:	This document is specific to the work and deliverables included in the Securus fixed price quote for the Project. Work to be performed by other vendors and deliverables for future phases are referenced as out of scope.
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INTENDED AUDIENCE:	All project stakeholders including the project sponsor, senior leadership and the project team.
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## REVISION HISTORY

Revision #	Date	Description of Change	Author
2.0	1/17/2016	Created Document	Tim Cogar, MBA

## PROJECT MANAGEMENT TEAM

Santa Fe County, NM

TBD	Project Liaison	TBD	TBD
Securus			
Tim Cogar, MBA	Project Manager	856-787-0020	tcogar@securustechnologies.com

## PROJECT PURPOSE AND JUSTIFICATION

Santa Fe County, NM seeks to replace their current Jail Management System with Securus XJAIL software product for use throughout Santa Fe County.

- XJAIL – Jail Management System

## PROJECT OBJECTIVE

Santa Fe County, NM is currently operating a jail management system that is intended to be replaced by XJail. The XJail system will deploy electronic methods and workflows that will result in diminished inefficiencies and increased response to the operations of the correctional facility. The mission of this project is to update every aspect of the current Jail Management System used by Santa Fe County, NM. The Securus XJail software will provide a system that is integrated, flexible, and modern creating an environment of efficiency, accuracy and production at all phases of the jail management process.

The goal of this project is to enhance efficiency, eliminate duplicative efforts, and enhance officer safety and the safety of the entire inmate / offender population.

## Correctional Facility Statistics

Average Daily Population	560
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## BOUNDARIES

The Project Upgrade includes all work associated with planning, designing, building, and implementing the XJAIL product per Securus' Statement of Work. This includes:

- Project Management
- Establish System Environment
- Documentation
- System Configuration
- Testing
- System Modifications
- Interface Development
- Training
- System Cutover ("Go Live")
- Weekly progress meetings

During software implementation, Securus team members will work with Santa Fe County, NM to accommodate any unique needs that have not yet been realized/identified in the RFP or Statement of Work. This will be completed through configuration settings, agency customizable fields, process settings and other tools as part of our implementation services and without charge to Santa Fe County, NM. Although every effort will be made to utilize available tools to solve unique needs without charge, if there are any unique needs that are uncovered that cannot not be accommodated by such tools and require development efforts, Securus will work in good faith to provide a fair, reasonable and timely proposal to deliver such features at our current hourly rate for development efforts, which is \$175.

## DELIVERABLES

### 1. Licensed Software

#### In Scope

Software	Details
1. XJAIL	560 License

### 2. Peripheral Solutions

#### In Scope

Equipment	Details
Driver's License Scanner	ESEEK M-260 DL Scanner with cable (1)
Android Tablet	7" Android Tablet - Samsung Galaxy Tab (10)
Android Tablet	10" Android Tablet - Samsung Galaxy Tab (3)
Finger Print Scanner	Finger Print Scanner - Secugen Hamster Plus (5)
Signature Pad	Digital Signature Pads - Topaz Backlit LCD (5)
Mugshot Camera	Mugshot Camera (Sony EVI D-70) (1)

### 3. System Functionality

#### In Scope

#### XJAIL CORE FUNCTIONS

Feature	Description
Booking Types	The ability to book an inmate / offender into the corrections facility. .
Charges	The ability to record and track charges for inmates past and present
Cell Management	The ability to manage the Cells in the facility. Functions such as cell transfers, cell restrictions, group transfers, roll call, and pod statuses are completed in this module
Arrest	The ability to manage arrest information for inmates
Holds	The ability to input and track current inmate holds
Bond	The ability to calculate and track inmate bond information
Victim	The ability to track victim information used to transmit information for VINE
Classification	The ability to classify inmates for cell management etc.
Commissary	The ability to track commissary inventory, process orders, inmate and pod restrictions, and phone time purchasing
Forms	The ability to create and manage Inmate Screening, Classification, Disciplinary, Case Management, Incident Management, Grievance, Incident Report, Use of Force, Facility Forms and Investigation forms for everyday correctional facility use
Inmate Accounting	The ability to track inmate accounts and write checks
Inmate Management	The ability to utilize inmate schedules, location schedules, inmate alerts, behavior logs, shift logs, inmate notes, and transportation scheduling
Mugshot	The ability to capture mug-shots and keep a history of mug-shots
Programs	The ability to track inmate programs and class schedules
Property	The ability to track inmate property from booking to release, including location movement and history. Log property that has been confiscated

<b>Release</b>	The ability to Release an inmate through and track release information
<b>Visitation</b>	The ability to keep an approved visitor list and assign them to visiting booths
<b>Work Release</b>	The ability to track work release orders and schedules. Log the inmates exit and entry for their respective work release schedules
<b>Administration</b>	The ability to set up Dashboard tiles for statistical information and update the Whiteboard for information to staff. The ability to define the facility such as Facility, Buildings, Pods, and Cells
<b>Personnel</b>	The ability to create and edit user security functions, personnel files, and user access to the different functions of XJail
<b>Utilities</b>	The ability to configure XJail to the facility's business processes
<b>Reports</b>	Many out of the box reports available for use such as facility rosters, pod rosters, booking statistics, etc.

## In Scope

### DATA CONFIGURATION

#### 4. Interfaces

<b>Interface</b>	<b>Description</b>
Badge Printer	Interface between XJail and Zebra badge printer.
Driver License Scanner	Interface between XJail and ESEK M-260 DL Scanner
VINE	Interface between XJail and Victim Notification Vendor
Commissary	Interface between XJail and Commissary Vendor
NCIC	Interface between XJail and NCIC
LiveScan	Interface between XJail and LiveScan Vendor

## 5. System Modifications

During Project Meetings, the following modifications were identified and Securus will need more information from Santa Fe County, NM. After the information is provided and investigated, it will be determined at that time whether these items can be provided during the project or the items will be delivered as an enhancement, future release or update. (Outside of initial scope)

Modification Name	Solution Requirements
Not Yet Determined	

## 6. Training

Scope includes Securus providing one (1) week of onsite training including administrator training and end user training. Securus trainings are designed to help users acquire system knowledge in their specific areas in order to attain the highest level of proficiency working with the XJail application

## 7. Go-Live Support

Scope includes Securus providing four (4) days of onsite support during go-live. Securus will work with organizational leadership to manage training and navigate through schedules in effort to ensure go-live readiness. However, no amount of training can completely prepare staff for major changes. Go-live resources will provide your staff through the additional hands-on training these (4) days following the change.

## 8. Follow up Training

Scope includes Securus providing four (4) days of onsite follow up training post go-live. This training is designed to assess the user's knowledge of the system and determine which areas of operation are in need of further training.

## DELIVERABLES EXCLUDED

The following features identified during Project Meetings will not be delivered during the project for Santa Fe County, NM, however, may be available in future enhancements, releases or updates to the products.

Application	Feature	Exclusions
Not Yet Determined		



## ACCEPTANCE CRITERIA

Acceptance criteria have been established for the Project to ensure thorough vetting and successful completion of the project. The acceptance criteria are both qualitative and quantitative in nature. All acceptance criteria must be met in order to achieve success for this project:

1. Meet all deliverables within scheduled time.
2. Designated staff members are fully trained to use the Securus XJAIL system prior to go-live.
3. Interface capabilities with ancillary systems are operational.
4. System is secure, operable and stable.
5. Data integrity is maintained.
6. User Acceptance Testing.

## OBSTACLES

Santa Fe County, NM is currently using a jail management system that may not provide the same function as XJAIL, because of this, changes in department policy may have to be established to anticipate the need for streamlined capabilities.

The current data in the Santa Fe County, NM 's jail management system, may not have the file layouts accessible which may prove to be a challenge for data conversion. Santa Fe County, NM officials are aware of this obstacle and because of this possible data obstacle, some data may be converted after the initial implementation.

## CONSTRAINTS

A constraint has been identified for the Project.

It is imperative that considerations be made for this constraint throughout the project. All stakeholders must remain mindful of this constraint as they must be carefully planned to prevent any adverse impacts to the project's schedule, cost, or scope. The following constraint has been identified for the Project:

1. Cost must not exceed stated fixed bid amount

## ASSUMPTIONS

Several assumptions have been identified for the Project. All stakeholders must be mindful of these assumptions as they introduce some level of risk to the project until they're confirmed to be true. Every effort must be made to identify and mitigate any risk associated with the following assumptions:

1. This project is fully backed by the senior management who are committed to providing the needed resources and clearing obstacles.
2. The project champions are respected leaders, a good communicators, and tireless supporters of the project.
3. Santa Fe County, NM project management team is trained, skilled, and experienced in managing complex information technology (IT) projects with overlapping timelines and multiple stakeholders.
4. Any additional functionality gaps identified over the course of the project can either be deferred to a later release or alternative solutions found.
5. Securus has accurately described the scope of the gaps identified thus far.

## DEPENDENCIES

Santa Fe County, NM staff:

1. Key stakeholders and subject matter experts to define rules, set up the system, test, document process/procedures, and create job aids.
2. IT to design, set up, and support Securus XJAIL system infrastructure.
3. Work environment:
  1. Safe access, suitable office space, supplies, furniture, and Internet connectivity at the corrections facility for dedicated Securus team members.
4. IT to provide Securus acceptable means to connect remotely to the server via:

CONNECTION	DETAILS
NOT YET DETERMINED	

## OPERATION SCHEDULE

Facility Operation	Scheduled Time
To Be Determined	

## LOCATION INFORMATION

The stage of the project will determine the location of task completion:

Stage	Location
Kickoff Meeting	Customer Site
Update Calls	Securus-Conference Call
Configuration	Securus
Training	Customer Site
Go-Live	Customer Site
Post Go-Live Training	Customer Site



## STATEMENT APPROVAL

**PROJECT NAME: SANTA FE COUNTY, NM**

**PROJECT MANAGER: TIM COGAR, MBA**

The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement between Securus Technologies and the Santa Fe County, NM on the objectives and scope of the project before significant resources are committed and expenses incurred.

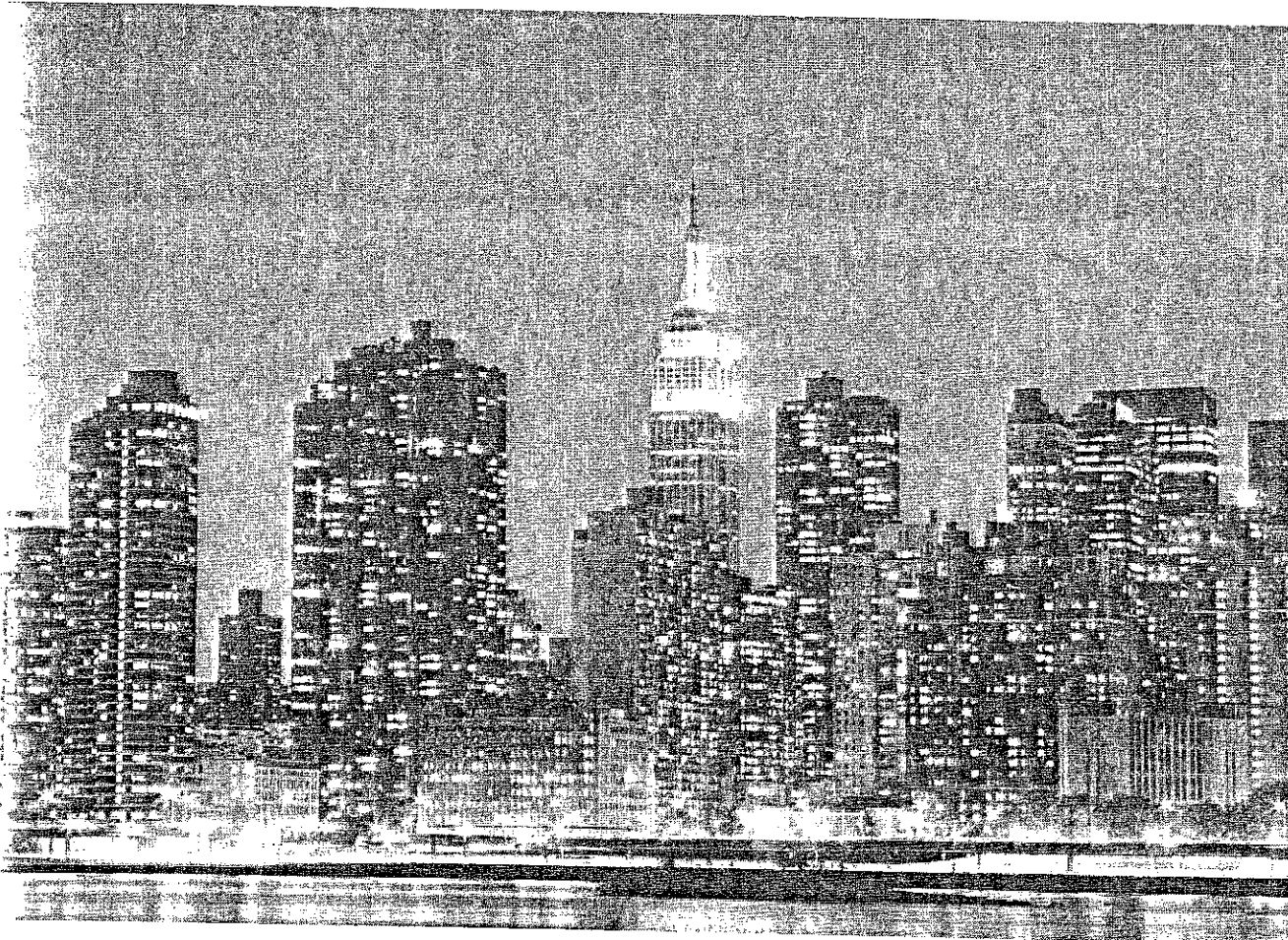
I HAVE REVIEWED THE INFORMATION CONTAINED IN THIS SCOPE STATEMENT AND AGREE.

NAME	SIGNATURE	DATE
PROJECT MANAGER – TIM COGAR, MBA		
AREA SALES MANAGER – ZACH VANFLEET		
CUSTOMER LIAISON -		

*THE SIGNATURES OF THE PEOPLE ABOVE RELAY AN UNDERSTANDING IN THE PURPOSE AND CONTENT OF THIS DOCUMENT BY THOSE SIGNING IT. BY SIGNING THIS DOCUMENT YOU AGREE TO THIS AS THE FORMAL PROJECT SCOPE STATEMENT.*



**Santa Fe County, New Mexico**  
**STATEMENT of WORK, Uniek™ EMR Project**



**Securus Technologies, Inc.**

**3425 Seasons Parkway, Suite 105A**

**Woodbury, MN. 55125**

**Ph. #: 856-787- 0020**

## Santa Fe County, New Mexico

### STATEMENT OF WORK, Uniek™ EMR Project

PREPARED BY:	Securus Technologies, Inc.
PREPARED FOR:	Santa Fe County, New Mexico
SECURUS PROJECT MANAGER:	Ferry Bernizzo, Jr. Project Manager
DATE SUBMITTED:	01-13-2017
DOCUMENT VERSION:	001 - 01-13-2017
REVISIONS:	Final

The Statement of Work provides a baseline understanding of the scope of the project to include the project's scope and deliverables and ensure a common understanding of the project's scope among all stakeholders.

This document is specific to the work and deliverables to be included in the Securus Technologies **Uniek™ EMR** Master Service Agreement with Santa Fe County, New Mexico.

#### Appendix A: Standard COTS Features/Functions

Is a list of the standard COTS (Commercial Off the Shelf) Uniek™EMR features/functions.

#### Appendix B: Change Order Document (Sample)

#### Appendix C: CC/HPI Templates & List of Order Sets

Templates shipped with COTS Uniek™ EMR.

A list of standard Order Sets shipped with COTS Uniek™ EMR.

All Santa Fe County project stakeholders, including the project sponsor, senior leadership and project team members.

**Santa Fe County, New Mexico**  
**STATEMENT of WORK, Uniek™ EMR Project**  
**REVISION HISTORY**

Revision #	Date	Description of Change	Author
0.1	10/19/2016	Initial Draft	E. Juntune
0.2	1-13-2017	Proposed	E. Juntune

**PROJECT TEAM – SANTA FE COUNTY:**

Name	Title	Contact Information
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**SECURUS TECHNOLOGIES UNIEK™ EMR TEAM:**

Betty Juntune	Engagement Manager-EMR Operations	<a href="mailto:bjuntune@securustechnologies.com">bjuntune@securustechnologies.com</a> (856) 878-0020 Ext. 2123
Terry Ferrozzo	Sr. Project Manager Uniek™ EMR	<a href="mailto:tferrozzo@securustechnologies.com">tferrozzo@securustechnologies.com</a> (856) 787-0020 Ext. 2159
Cory Hunt	Uniek EMR Trainer Uniek™ EMR	<a href="mailto:chunt@securustechnologies.com">chunt@securustechnologies.com</a> (856) 787-0020 Ext. 2151
Estee Kolles	Project Engineer - Uniek™ EMR-	<a href="mailto:ekolles@securustechnologies.com">ekolles@securustechnologies.com</a> (856) 787-0020 Ext. 2171
Jordan Rust	Technical Support	<a href="mailto:jrust@securustechnologies.com">jrust@securustechnologies.com</a> 856-787-0020 ext. 2051

## Santa Fe County, New Mexico

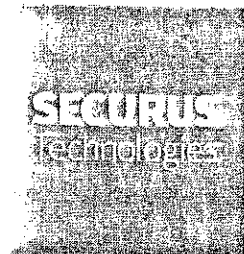
### STATEMENT of WORK, Uniek™ EMR Project

The Santa Fe County Sheriff's Office (hereinafter the County) seeks to implement Securus Technologies' standard COTS (Commercial Off The Shelf) UNIEK™ EMR System.

For a complete list of COTS Uniek™ EMR Features & Functions, refer to Appendix A.

Address	Santa Fe County, New Mexico Sheriff's Office 28 Camino Justicia Ph. #: 505-471-4941
Capacity	Current ADP: 560 Maximum capacity: 775 plus
Population	Adult
Medical Staff	<u>Current Total Employees: FTE</u>
Protocols	Client specific
EMR Hosting	Cloud – Hosted Solution





## Santa Fe County, New Mexico

### STATEMENT of WORK, Uniek™ EMR Project

Peripheral	Qty.	Purpose
Android Smart Tablet with Gumdrops	3	Med Pass
DYMO Printer (requisition with barcode)	Required*	Print Lab Specimen Labels

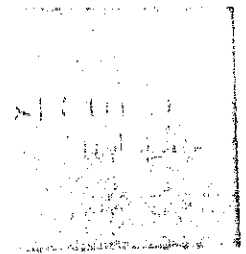
**\*DYMO PRINTER AND LABELS ARE REQUIRED WITH LAB FOR SPECIMENS. CHANGE ORDER NEEDED**

#### HIGH LEVEL REQUIREMENTS:

Securus Technologies Uniek™ EMR COTS Software has been approved to meet the business need for Santa Fe, NM Jail. In order to meet this business need, there are several requirements which must be met as part of the successful execution of this project. The following high level requirements have been identified for Santa Fe County, NM Jail:

- Uniek™ EMR Software will be hosted on a “Cloud Server.”
- Implement approved medical protocols (templates, order sets, and forms).
- User Champions and Admin trained and equipped to effectively use the Uniek™ EMR system.
- Interfaces will be integrated with Uniek™ EMR.
- Subscription: Medi-Span

Interfaces include:



Santa Fe County, New Mexico

## STATEMENT of WORK, Unitek™ EMR Project

- XJail Interface - Two Way
  - Laboratory Interface - Two Way (LabCorp)
  - Pharmacy Interface - Two Way (Diamond)
  
- Subscription:
  - Medi-Span

Includes: Drug-to-Drug contraindication notification and allergy interaction notification.



## Santa Fe County, New Mexico

### STATEMENT of WORK, Uniek™ EMR Project

#### HIGH LEVEL TIMELINE – MILESTONES BY PHASES:

Project Phase	Milestone	Planned Completion Date	Comments
	Contract Awarded by Santa Fe County	2-1-2017	
Phase I	Contracts Signed		MSA, M&S, SOW
	Install Period		Hosted Server Reserved, FAT, Templates, Order Sets
	Project Kickoff		Project Team
	Readiness Milestone Complete		Site Survey, Interface Plans Dev., Approved, Initiated
Phase II	Workflow Review, UAT, Load & Tested		Workflow Workshops, Helpdesk, Policies, Processes & Procedures
Phase III	Setup and Admin Training Milestone Complete		Security, Tables Loaded & Approved, Order Sets, Formularies, Meds, Favorites
Phase IV	Interfaces Milestone Complete		Tested, Certified
Phase V	End User Training Milestone Complete		Super Users Trained
Phase VI	Final Acceptance and Go-Live		Project Complete
	90 Days post Go-Live Support Starts and End		Support - Webinars

OUT OF SCOPE

## Santa Fe County, New Mexico

### STATEMENT OF WORK, Unilex™ EMR Project

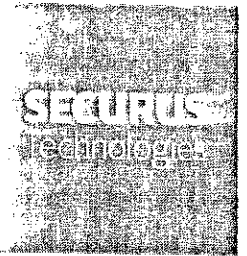
The scope and cost of this project excludes the following:

- Work to be performed by the County's IT staff/ to procure, set-up, test, and support additional desktop or laptop computers, as needed.
- Hardware, third-party software/services, networking, operating system, and wireless communications.

During software implementation, Securus Technologies' team members will work with Santa Fe County to accommodate needs that have not been identified in the Statement of Work. This will be completed through standard configuration settings, process settings and other tools as part of the implementation services without charge to Santa Fe County, NM.

Although every effort will be made to utilize available tools to solve needs without charge, if needs arise that cannot be accommodated by such tools and require development effort, Securus Technologies will work in good faith to provide a fair, reasonable, and timely proposal (Change Order) to deliver such features at our current hourly rate for development efforts that would be delivered after the scheduled Go-Live.

All Change Orders require signatures from Santa Fe County prior to work being executed or hardware being ordered by Securus Technologies.



**Santa Fe County, New Mexico**  
**STATEMENT of WORK, Uniek™ EMR Project**

Vendor	Interface	Requirements	Interface Description
XJail	One-Way	Inbound: Bookings, releases, updates, miscellaneous other data	Web Services
Pharmacy Diamond	Two-Way	Outbound: Prescriptions to Pharmacy Inbound: Formulary	HL7 Method; Web Services
LabCorp	Two-Way	Outbound: Orders to Lab Inbound: Lab Test Results	HL7; Method: Web Services

4. System Configuration, Tables Reviewed, Setup.

5. Testing – Standard UAT Document.

6. Training:

Training Scope includes Securus Technologies providing Uniek™ EMR Admin training, and User Champion training. Such training will be performed at the location(s) of the County, and/or arranged webinar sessions.

The following training is included:

- Uniek EMR™ ADMIN / Super Users / Champions – 2 Days
- Go-Live Training / Support – 2 Days
- Post Go-Live – 90 Days Webinar Sessions

7. On-going Software Maintenance and Support – as defined in the Maintenance Support Agreement.

### HOSTED SOLUTION

Securus 'Hosted' Data Center is continually monitored by Securus employees from our Network Operations Center (NOC) at our headquarters location in the metro-Dallas, Texas area. This service center is staffed 24x7x365 by network experts who are certified in the systems and

## Santa Fe County, New Mexico

### STATEMENT of WORK, Unick™ EMR Project

software used to monitor all server functions and equipment, as well as the associated network and mirrored to the Atlanta, Georgia data center. The NOC maintains server health reports, service history, and other online diagnostics and continuous supervision, as well as system control access for diagnostics and troubleshooting, which are managed by Securus service center personnel.

Data in use, data in transmit, and data at rest, are encrypted to comply with HIPAA regulations.

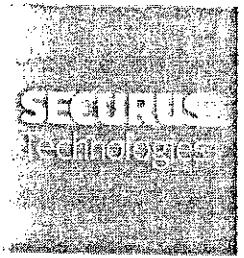
Santa Fe County, NM is responsible for workflow and maintenance of managing patient information as applicable during planned and unplanned downtimes – including – scanning/uploading patient information in Unick™ EMR, when applicable.

Acceptance criteria have been established for Santa Fe County, NM to ensure thorough vetting and a successful completion of the project. The acceptance criteria are both qualitative and quantitative in nature.

- Designated Admin & Super/User Champions are trained to use Unick™ EMR software.
- Signoff required on the UAT (User Acceptance Testing) document.
- Milestone signatures required for each phase of the Project Plan.

Several assumptions have been identified for this project. Every effort must be made to identify and mitigate any risk associated with the following assumptions:

- This project is fully backed by the Santa Fe County senior management team who is committed to the project.
- The Super User / Champions are respected leaders, are effective communicators, and tireless supporters of the project.
- Any identified software changes over the course of the project, if required, will be deferred to a later release.
- The Santa Fe County designated Project Team members are able to devote time to this project.



**Santa Fe County, New Mexico**

**STATEMENT of WORK, Uniek™ EMR Project**

**DEPENDENCIES**

**Santa Fe County staff:**

- Santa Fe County will make the appropriate personnel available to assist the Securus Technologies Team in the performance of its responsibilities.
- Santa Fe County Project Team will ensure COTS (Customer off the Shelf) workflows are confirmed and tested.

Santa Fe County, New Mexico

STATEMENT OF WORK, Uniek™ EMR Project

Scope Statement Approval

**Project Name:** Uniek™ EMR – Santa Fe County, NM Sheriff's Office

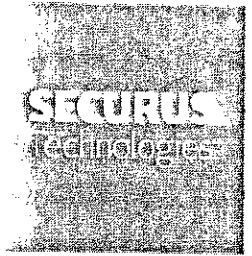
**Project Manager:** Terry Ferrozzo - Securus Technologies, Inc.

The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement between Securus Technologies, Inc., and Santa Fe County on the objectives and scope of the project. I have reviewed the information contained in this Scope Statement and agree.

<b>Elizabeth Juntune</b> Engagement Manager, EMR Securus Technologies		
<b>Terry Ferrozzo</b> Sr. Project Manager Securus Technologies		

*The signatures of the people above relay an understanding in the purpose and content of this document, Statement of Work, by signing it.*





## **Santa Fe County, New Mexico**

# **STATEMENT of WORK, Uniek™ EMR Project**

## **Appendix A: Uniek™ EMR CORE FUNCTIONS**

Securus Uniek™ EMR is a HIPAA compliant, web-based software specifically developed to provide a comprehensive electronic records solution designed for the challenges of delivering quality medical care to inmates with a robust suite of features; from initial intake assessments through MAR & TAR management.

**The following features outline the COTS (Commercial Off-The-Shelf) Uniek™ EMR solution:**

### **Booking**

- Manual
- JMS Interface
- Auto Merge (Manual records merged with records received thru interface)

### **PREA / Sick Call**

- Complaint (date/time logged / date/time received)
- Notes
- Sign off by Staff
- SBAR (Situation Background Assessment Recommendation)
- Vitals

### **Medical Visit**

- Manage Appointments
- Ability to view overdue/missed appointments and run report.
- View all types of appointments; Health, Dental, Mental Health.
- Ability to transfer, cancel, and edit appointments with one click.
- Shift Setup feature: Indicate staff availability according to shift.
- Ability to filter appointments by inmate, appointment type, location and date.

### **Encounters**

All encounter templates are configured based on a provider's standard protocol and are created with point & click functionality with auto population of provider's text. The product is shipped with a base number of standard templates.

#### **➤ Pre-Visit Note**

- Encounter number, date/time, type
- Chief Complaint

**Santa Fe County, New Mexico**  
**STATEMENT OF WORK, Unitek™ EMR Project**

- Nurse's Notes

➤ **Subjective**

- CCPI (Chief Complaint / History of Present Illness) Templates available
  - 31 templates are pre-loaded. Other templates proposed and developed by the PCSO shall be included in this project at no additional cost.
- Chronic Illness Template
- More than one chronic illness, i.e., (Hypertension & Diabetes)
  - Fill out more than one chronic illness in 1 template
  - Questions / information relevant to each illness
- Report contains both illnesses under Chronic Care
- Medical History
- Family History
- Social History

➤ **Objective**

- Vital Signs
  - Vitals by date/time captured
  - Results are color coded:
    - White background = normal value
    - Yellow background = abnormal value, not critical
    - Red background = critical value
- Allergy
- Physical Exam (checklist with notes)
- Actions (list of actions for patient)
- Actions: P(Perform), S(Schedule), C(Close)
- Add/scheduled to be performed on one or multiple inmates
- Types of Actions: System, General
- Filters for report include: demographics, custody status, clinical action and clinical action status.
- Within inmate chart - open Action to Perform
- Schedule Action within timeframe
- Close Action records who and why, with notes



## **Santa Fe County, New Mexico**

### **STATEMENT of WORK, Uniek™ EMR Project**

- Procedure

#### **➤ Assessment**

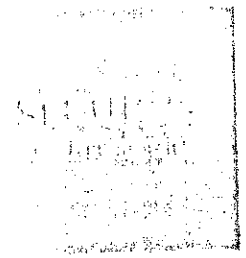
- Diagnosis
- All Active: this Encounter, Resolved / Inactive
- Add Medical Condition (SP vs Non-SP)
- Select: Medical Condition, ICD-10 Code
- Upload anatomical images marked with condition/issue
- Health Assessment / Encounter
- Dental Assessment / Encounter
- Mental Assessment / Encounter

#### **➤ Plan - Developed through Order Sets Automatically**

Standard Order Sets Include:

- Instructions
- Medication
- Lab Order
- Diagnostic Order
- Procedure
- Treatment
- Diet
- Inmate Education
- Referral
- Privilege
- Alert
- Follow Up
- Outcome
- Monitoring
- Instructions
- Instructions (previous and current)
- Add / Delete instructions

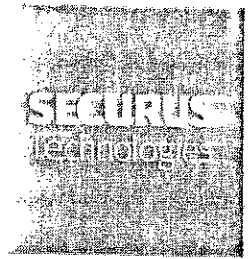
#### **➤ Medication**



## Santa Fe County, New Mexico

### STATEMENT of WORK, Unitek™ EHR Project

- Medications (current, discontinued, on hold, KOP, Release)
- Add new medication, reorder
- **Treatment**
  - Treatments (current, discontinued, on hold)
  - Add new treatment, reorder
  - Change status of treatment
- **Immunization**
  - Immunizations (previous and scheduled)
  - Add/Edit/Delete immunizations
  - View / Print report of immunizations
- **Referral**
  - List of referrals (internal and external)
  - Receive documentation from outside referral
  - Add / Edit referral
- **Monitoring**
  - AWS (alcohol withdrawal syndrome)
  - Chemical Withdrawal
  - CIWA (Clinical Institute Withdrawal Assessment)
  - Glucose
  - Neuro
  - Opiate Withdrawal
  - Oxygen Care
  - PT/INR
  - Suicide Risk
- **Outcome**
  - Outcomes listed
- **Lab Order**
  - List of Lab orders (previous, current, status, results)
  - Add new Lab order(s)
- **Diagnostic Order**



## **Santa Fe County, New Mexico**

### **STATEMENT of WORK, Unlek™ EMR Project**

- Diagnostic orders (previous, current)
- Add new Diagnostic order(s)
- **Reports**
  - Lab / Diagnostic Order
  - Lab / Diagnostic Result
- **Follow-Up Plan**
  - Add / Edit / Delete
  - Education for Inmate
- **General Notes**
  - Notes by Category
  - Add Notes by Category
  - Addendum to Previous Notes
  - Report
- **Sign Off**
  - Disposition (forward, close, none)
  - Add Notes
  - Staff / Inmate Sign Off
  - Previous Sign Offs
- **SOAP Summary**
  - All SOAP notes by Category
  - View and Print
- **Scheduling**
  - Add / schedule multiple inmates for appointments
- **Privileges**
  - One stop shop for all inmate privileges
  - Item(s) Return Function
- **TB Test**
  - PPD Test
  - Ability to Screen and Historical Details

**Santa Fe County, New Mexico**  
**STATEMENT OF WORK, Unitek™ EDR Project**

- Chest X-Ray Option

➤ **Medical Chart**

- Print Chart for Court or other purposes

➤ **Discharge**

- Discharge Summary
- Discharge Medication
- External / Internal Appointments
- Equipment Borrowed
- Food / Shelter Needs
- Diagnosis
- Diagnostic / Lab
- Allergies
- Vitals
- Diets
- Discharge Instructions
- PCP for Chronic Care
- Personal Property / Equipment
- Returned Borrowed Equipment to Medical
- Provide Equipment at Release
- Released To

**Santa Fe County, New Mexico**  
**STATEMENT of WORK, Uniek™ EMR Project**  
Appendix B: Change Order Document

TO: _____  Phone: _____ email: _____		30 Lake Center Executive Park 401 Route 73 North, Suite 106 Marlton, NJ 08053 (p): (856) 787-0010 (f): (856) 787-0060 WWW.SECURUS-TECH.COM			<b>Change Order</b>																														
DATE: _____ QUOTE #: _____ EXPIRES: _____ Area Sales Manager: _____		Terms and Conditions: Standard Payment: Due Upon Signature																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 55%;">Description</th> <th style="width: 5%;">Qty</th> <th style="width: 15%;">Unit Price</th> <th style="width: 10%;">One Time Installation</th> <th style="width: 15%;">Annual Support &amp; Maintenance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL</td> <td> </td> <td> </td> </tr> </tbody> </table>						Description	Qty	Unit Price	One Time Installation	Annual Support & Maintenance																					TOTAL				
Description	Qty	Unit Price	One Time Installation	Annual Support & Maintenance																															
TOTAL																																			
Acceptance: _____ Archivist: _____																																			
Signed _____ County Clerk		Title _____ Manager Director		Signed _____ Printed Name _____																															
Printed Name _____		Title _____		Title _____																															
NOTE: Payment is due upon contract signing. License and Maintenance is due 90 days after installation and annually thereafter.																																			

Santa Fe County, New Mexico  
STATEMENT of WORK, Unilek™ EHR Project

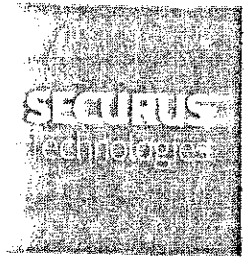
Chief Complaint and History of Present Illness (CC/HPI) Templates:  
The following 39 templates (pre-designed) are shipped with the COTS (Customer off the Shelf) software.

Chief Complaints are also associated with ICD 10 codes when selecting a diagnosis.

List of CC/HPI Templates:

1. Abdominal Pain
2. Allergies
3. Anaphylactic Reaction
4. Asthma
5. Back/Neck Pain
6. Chest Pain
7. Constipation
8. Costochondritis
9. Dental
10. Diabetes
11. Diarrhea / Nausea / Vomiting
12. Drug/ETOH Withdrawal
13. Ear Condition
14. Emergency Response Record
15. Epistaxis (Nose Bleed)
16. Eye Condition
17. Fever
18. Head Injury
19. Headache
20. Hemorrhoids
21. Hypertension





## **Santa Fe County, New Mexico STATEMENT of WORK, Uniek™ EMR Project**

22. Influenza-like Illness
23. Injury
24. Malnutrition - Hunger Strike
25. Mental Health Nursing Assessment
26. Mental Health Screening
27. New template
28. Pregnancy and Lactation
29. Seizure (Hx of)
30. Seizure (new onset)
31. Sexually Transmitted Infections
32. Since
33. Sleep Disorder
34. Sprains
35. Suicidal
36. Suicide
37. Thrombus - Anticoagulation Therapy
38. Tuberculosis Management
39. Urinary Retention

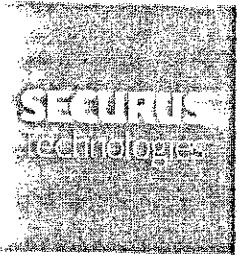
Santa Fe County, New Mexico

## STATEMENT OF WORK, Uniek<sup>TM</sup> EPAR Project

Below is list of standard Order Sets (50) shipped with COTS Uniek<sup>TM</sup>EMR.

### Description:

1. Abdominal Pain - ACUTE
2. Abdominal Pain - non acute
3. Acute SOB with Cardiac History
4. Allergies
5. Anaphylactic Reaction
6. Asthma Attack, Mild-Moderate
7. Athlete's Foot
8. Atopic Dermatitis
9. AWS Level 1
10. AWS: Alcohol Withdrawal Scale
11. AWS: Alcohol Withdrawal Scale - Level 2 [Adult SP]
12. AWS: Alcohol Withdrawal Scale - Level 3
13. Back and or neck Pain
14. Back Strain or Sprain
15. Bacterial Vaginosis/Trichomonas Vaginalis
16. Barbiturate & Benzodiazepine Withdrawal Treatment (Adult)
17. Bites and Stings
18. Burn: 1st degree
19. Burn: 2nd Degree
20. Burns
21. Cardiac
22. Chest- Costochondritis
23. Colds
24. conjunctivitis
25. Constipation
26. Dehydration
27. Dental
28. Diabetes
29. Diarrhea
30. Drug Withdrawal



## **Santa Fe County, New Mexico**

### **STATEMENT of WORK, Uniek™ EMR Project**

31. Earache
32. Epistaxis
33. Eye: Chemical Injury of Eye
34. Head injury
35. Headache
36. Hemorrhoids or Minor Rectal Bleeding
37. HTN: Chronic Conditions [Adult SP]
38. Hypertensive Emergency
39. Lacerations
40. Mental Health
41. Nausea and Vomiting
42. Peanuts
43. Pediculosis
44. Seizure - new onset
45. Seizure -Hx of
46. Sexually Transmitted Infections
47. Sinusitis
48. Sprain
49. Thrombus-Anticoagulant Therapy
50. Urinary Retention



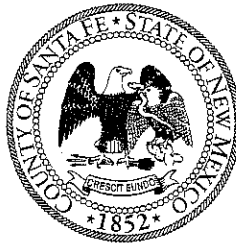




Henry P. Roybal  
Commissioner, District 1

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: Board of County Commissioners  
From: Gregory S. Shaffer, County Attorney  
Via: Katherine Miller, County Manager  
Date: February 7, 2017

**Re: Request Authorization to Publish Title and General Summary of Ordinance No. 2017-2\_\_, An Ordinance Amending Ordinance No. 2009-2 to Remove Requirement of A Biannual Public Hearing so as to Allow the Low Income Tax Rebate to be Repealed by Ordinance at Any Time**

**Issue.** Ordinance No. 2009-2 adopted the low-income taxpayer property tax rebate (Tax Rebate) for Santa Fe County residents for the 2009 and subsequent tax years. Although not required by State law, Section 3 of Ordinance No. 2009-2 seemingly requires the Board of County Commissioners (Board) of Santa Fe County (County) to hold a public hearing in January of each odd-numbered year on whether the County should consider repealing the Tax Rebate. In addition, some might argue that the Board may only consider repealing the Tax Rebate biannually, after that public hearing. The proposed ordinance would do away with any requirement of a biannual public hearing and any limitation on the Board's legislative discretion to consider an ordinance repealing the Tax Rebate.

**Background.** Section 3, "Repeal", of Ordinance No. 2009-2 provides that "[r]epeal of the Low Income Tax Rebate may be accomplished by ordinance, following the biannual public hearing described in NMSA 1978, Section 7-2-14.3." Such a public hearing is NOT required by State law. Rather, under State law, a public hearing is required in "January of every odd-numbered year in which a county does not have in effect an ordinance" adopting the Tax Rebate. NMSA 1978, § 7-2-14.3(G).

Section 3 of Ordinance No. 2009-2 creates confusion, since the public hearing described in NMSA 1978, § 7-2-14.3(G) does not apply to the County. It also creates busy work, since, if the Board is not interested in repealing the Tax Rebate, it does not make sense to have a public hearing on the matter. Finally, some might argue that Section 3 prohibits the Board from considering a repeal any other time other than after the biannual public hearing.

As seemingly required by Ordinance No. 2009-2, the Board conducted a public hearing on January 31, 2017. After the conclusion of the public hearing, the Board directed staff to prepare an ordinance that would amend Ordinance No. 2009-2 so as to remove references to the biannual public hearing. The attached ordinance would do this.

The proposed ordinance (Exhibit B) shows additions and deletions to the existing text of Ordinance No. 2009-02 by underscoring and strikethroughs.

**Recommendation.** Authorize publication of the offered ordinance's title and general summary.

**Attachments:**

Exhibit A – Ordinance No. 2009-2

Exhibit B – Proposed Ordinance Amending Ordinance No. 2009-2





THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

ORDINANCE NO. 2009- 2

AN ORDINANCE CREATING THE LOW INCOME TAX REBATE;  
ESTABLISHING THE TAX YEARS TO WHICH THE REBATE APPLIES;  
PROVIDING FOR REPEAL FOLLOWING THE PUBLIC HEARING  
PROVIDED FOR IN NMSA 1978, SECTION 7-2-14.3 (2003)

BE IT ORDAINED BY THE GOVERNING BODY OF SANTA FE COUNTY,  
NEW MEXICO:

**Section One. Creating the Low Income Tax Rebate.** The low income tax rebate provided by NMSA 1978, Section 7-2-14.3 (2003) shall be and hereby is adopted in Santa Fe County for the 2009.

**Section Two. Tax Years to Which Rebate is Applicable.** The Low Income Tax Rebate created in Section 1 of this Ordinance shall apply to the 2009 tax year and to subsequent tax years until repealed as set forth in Section Three of this Ordinance.

**Section Three. Repeal.** Repeal of the Low Income Tax Rebate may be accomplished by ordinance, following the biannual public hearing described in NMSA 1978, Section 7-2-14.3.

PASSED, APPROVED AND ENACTED this 14th day of April, 2009, by the Board of County Commissioners of Santa Fe County.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

By: 

Mike Anaya, Chair

ATTEST: 

Valerie Espinoza, Santa Fe County Clerk



Approved As To Form:



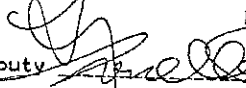
Stephen C. Ross, County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC ORDINANCE  
PAGES: 1

I Hereby Certify That This Instrument Was Filed for  
Record On The 16TH Day Of April, 2009 at 09:22:26 AM  
And Was Duly Recorded as Instrument # 1559323  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy  Valerie Espinoza  
County Clerk, Santa Fe, NM

EXHIBIT

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

ORDINANCE NO. 2017-\_\_\_\_\_

AN ORDINANCE  
AMENDING ORDINANCE NO. 2009-2 TO REMOVE REQUIREMENT OF A  
BIANNUAL PUBLIC HEARING SO AS TO ALLOW THE LOW INCOME TAX  
REBATE TO BE REPEALED BY ORDINANCE AT ANY TIME

IT IS HEREBY ORDAINED by the Board of County Commissioners of Santa Fe  
County as follows:

1. The title of Ordinance No. 2009-2 is hereby amended to read in its entirety as  
follows:

**"AN ORDINANCE CREATING THE LOW INCOME TAX REBATE;  
ESTABLISHING THE TAX YEARS TO WHICH THE REBATE  
APPLIES; PROVIDING FOR REPEAL BY ORDINANCE FOLLOWING  
THE PUBLIC HEARING PROVIDED FOR IN NMSA 1978, SECTION 7-2-  
14.3 (2003)".**

2. Section Three, "Repeal", of Ordinance No. 2009-02 is hereby amended to read in  
its entirety as follows:

**"Section Three. Repeal.** Repeal of the Low Income Tax Rebate may be  
accomplished by ordinance, following the biannual public hearing described in  
NMSA 1978, Section 7-2-14.3.

PASSED, APPROVED, AND ENACTED THIS \_\_\_\_ DAY OF MARCH, 2017.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

By: \_\_\_\_\_  
Henry P. Roybal, Chairperson

ATTEST:

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

APPROVED AS TO FORM:

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





