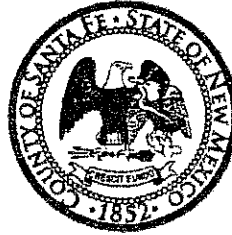


Henry P. Roybal
Commissioner, District 1

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: June 29, 2017

TO: Board of County Commissioners

FROM: Terry Lease, Real Property Specialist

VIA: Katherine Miller, County Manager
Michael Kelley, Public Works Department Director MK 6/29/17

ITEM AND ISSUE: BCC Meeting July 11, 2017

Approval of State of New Mexico Commissioner of Public Lands Right of Way Agreement in the Amount of \$21,079 for the TL6S Transmission Line Project. (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of the State of New Mexico Commissioner of Public Lands Right-of-Way Agreement and payment in the amount of \$21,079 exclusive of NM GRT for the TL6S Transmission Line Project. Following is the Summary from that Agreement:

The right-of-way is granted for a term of thirty-five (35) years. The grant may be renewed for additional periods upon application of the Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation. This grant shall become effective upon its execution by Grantor.

BACKGROUND:

A section of the TL6S Transmission Line will require construction on property owned by the State of New Mexico Commissioner of Public Lands. The amount of property involved is 351 Rods or 2.2 Acres. The TL6S Transmission Line Project will connect to the Lamy Junction Waterline Project to provide service to the Village of Canoncito.

ACTION REQUESTED:

The Public Works Department is requesting BCC approval of State of New Mexico Commissioner of Public Lands Right-of-Way Agreement.



Aubrey Dunn
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

October 4, 2016

Santa Fe County
P.O. Box 276
Santa Fe, NM 87504-0276

Attn: Mr. David Madrid

Re: NM State Land Office Right of Way Easement No. R-35423 (TL6S Water Transmission Line)

Dear Mr. Madrid:

Enclosed in duplicate is the grant for the above referenced right of way requesting your signature and notary. Please have the grant signed in the presence of a Notary Public and return both copies to this office for approval.

PLEASE DO NOT DATE THE GRANT. It will be dated when the Commissioner's signature and official seal are affixed to the document. If any corrections are necessary, notify this office and we will retype or amend the grant as required. **PLEASE RETURN BOTH COPIES OF THE SIGNED GRANT WITHIN 30 DAYS.** If you are not able to return the signed grants within this time, please call for an extension. A signed copy will be returned to you.

We are requesting you please submit the balance of \$21,079.80. This amount is based on 351.33 rods of buried water transmission line (\$60.00/rod) based on fair market value. Please submit the payment with the signed and notarized grants. If you feel this is in error, please contact this office as soon as possible.

Please be advised that any projects started on state trust land before the grants are finalized will result in a trespass penalty. Please do not begin the project unless you have an executed grant from this office.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact Philip Garcia of the Rights of Way Department at (505) 827-5784 or pgarcia@slo.state.nm.us.

Sincerely,


Aubrey Dunn
Commissioner of Public Lands

Enclosures
XC: File

AD\ pg

**STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS
PIPELINE RIGHT-OF-WAY**

Right-of-Way Easement No. R-35423
TL6S Water Transmission Line

This indenture made this _____ day of _____, 2016 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, "Grantor", and Santa Fe County whose address is 102 Grant Avenue, Santa Fe, New Mexico 87504-0276 Grantee;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$21,079.80 -----Twenty One Thousand Seventy Nine Dollars and 80 /100-----cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to Grantee a right-of-way for the sole and exclusive purpose of a buried water transmission line including the right to enter upon the real estate hereinafter described at any time that it may see fit to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 30 feet in width in Santa Fe County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A.

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for a term of 35 years. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be over, parallel to, or across this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.
4. GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH

FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

5. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
6. All pipelines placed on said lands by virtue of this grant shall be buried not less than twenty inches (20") deep. An exception to this requirement may be granted on other than agricultural lands when hard rock is encountered which would require blasting, or when a temporary pipeline is necessary and will not unduly hamper other surface uses. Deviation of the twenty-inch depth must be shown on the plat accompanying the application for right-of-way or by the filing of an amended plat upon completion of construction.
7. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
8. Grantee shall not assign this right-of-way without the prior written approval of Grantor, which shall not be unreasonably withheld. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof.
9. The rights granted herein are subject to valid existing rights.
10. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
11. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactments pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

Non-use of the right-of-way granted herein for any period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and shall cause the right-of-way to lapse *ipso facto* and revert to Grantor without further action or notice required of Grantor; and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon. Grantee's abandonment cannot be waived by any action or inaction of Grantor or by Grantor's failure to discover such abandonment. The resumption of use by Grantee after abandonment shall be deemed a trespass. Grantee, if other than a governmental entity that is provided

immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder; provided however that such claims, losses, or damages are not caused by the negligence or willful misconduct of Grantor.

12. Notwithstanding anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a - sixty (60) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and sixty (60) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
13. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
14. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
15. This grant shall become effective upon its execution by Grantor.

Stipulations:

- **Temporary Construction Space is granted up to 20' during initial construction and maintenance. Exclude remediation phase. Temporary Work Space not to exceed 180 days.**

(4)

Right-of-Way Easement No. R-35423

GRANTEE: **Santa Fe County**

By: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ of _____, a
_____ corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC

STATE OF NEW MEXICO

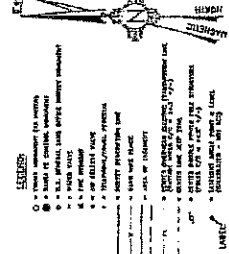
BY: _____
Aubrey Dunn
Commissioner of Public Lands

DATE: _____

S
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A
L

Santa Fe County TL6S/ Lamy Junction Easement Survey
EASEMENT SURVEY FOR SANTA FE COUNTY WATERLINE,
 LYING AND BEING SITUATE WITHIN
 SECTIONS 21, 22, 23, 27, 34 & 35, T.16N., R.9E., N.M.P.M.,
 AND SECTIONS 1 & 2, T.15N., R.9E.,
 AND SECTIONS 3, 4, 5 & 6, T.15N., R.10E., N.M.P.M.
 WITHIN SANTA FE COUNTY, NEW MEXICO.

SECTION	WATERLINE COORDINATES	WATERLINE DISTANCE	WATERLINE BEARING
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A100	1371.487	1371.487	1371.487



SCALE: 1" = 300'

RECORDS NO. 1000
 COUNTY OF SANTA FE
 STATE OF NEW MEXICO
 THIS CERTIFICATE IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE RECORDS OF THE COUNTY OF SANTA FE, NEW MEXICO, IN THE OFFICE OF THE COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

WITNESSES MY HAND AND SEAL OF OFFICE
 COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

NOTARY PUBLIC
 COUNTY OF SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

NOTARY PUBLIC, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

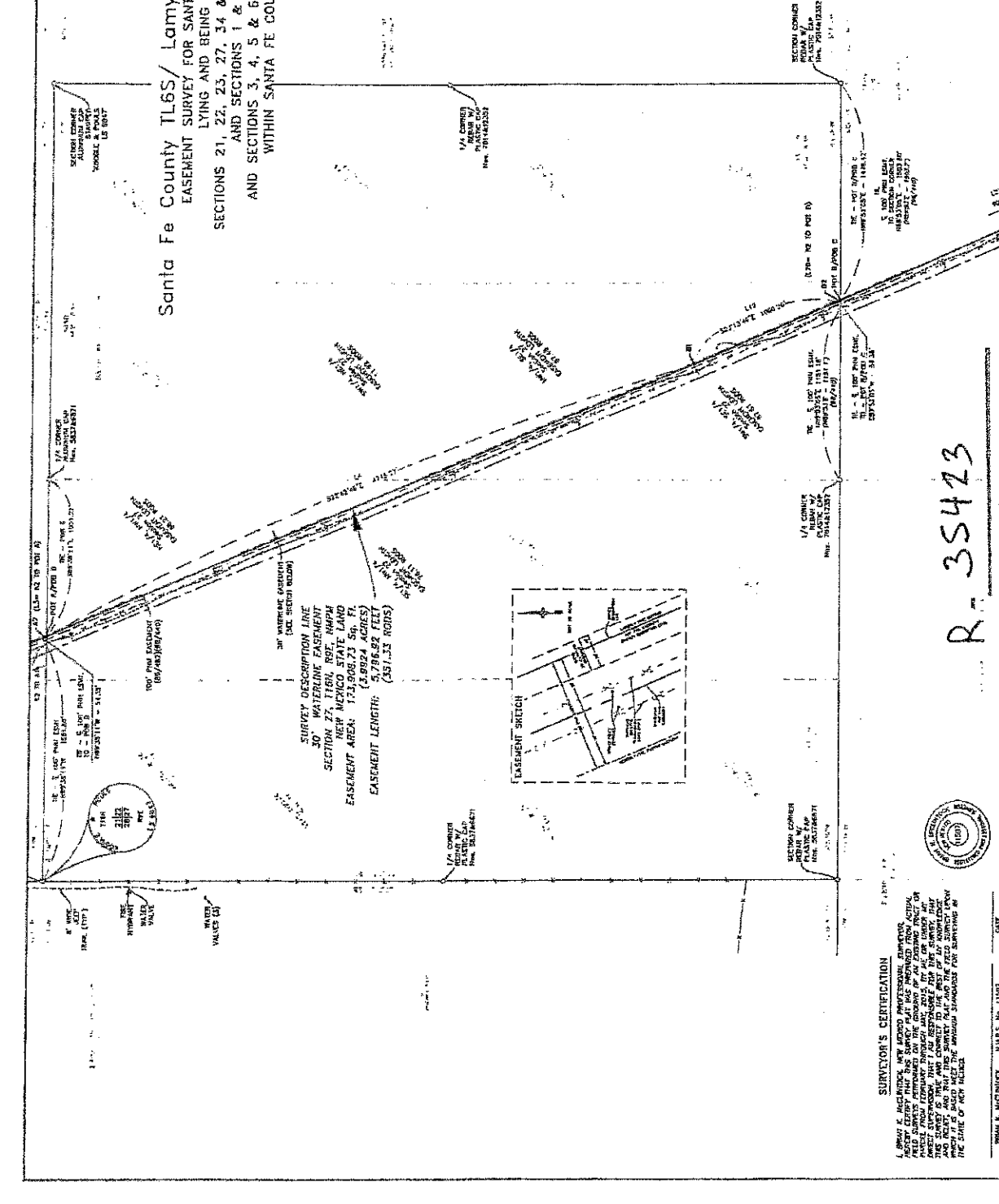
COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

NOTARY PUBLIC, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

NOTARY PUBLIC, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.



R-35423

EXHIBIT A

1 OF 1

SURVEYOR'S CERTIFICATION
 I, JAMES E. HUGHES, being duly sworn, depose and say that the foregoing is a true and correct copy of the records of the County of Santa Fe, New Mexico, in the Office of the County Clerk, Santa Fe, New Mexico, this 10th day of January, 1900.

WITNESSES MY HAND AND SEAL OF OFFICE
 COUNTY CLERK, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

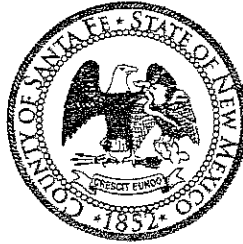
NOTARY PUBLIC, SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA FE, NEW MEXICO, THIS 10th DAY OF JANUARY, 1900.

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: June 28, 2017

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager
Lupe Sanchez, County DWI Program

Via: Katherine Miller, County Manager
Don D. Moya, Finance Director
Rachel O'Connor Santa Fe County Community Services Department

ITEM AND ISSUE: BCC Meeting July 11, 2017

REQUEST APPROVAL OF FIRESTIK STUDIO AGREEMENT NO. 2014-0237-HHS/PL AMENDMENT NO. 5 TO EXTEND TERM AND INCREASE COMPENSATION IN THE AMOUNT OF \$80,000 INCLUSIVE OF GRT FOR A TOTAL CONTRACT SUM OF \$583,000 TO DESIGN AND IMPLEMENT DWI PUBLIC AWARENESS CAMPAIGNS AND AUTHORIZE THE COUNTY MANAGER TO SIGN PURCHASE ORDER. (Bill Taylor-Purchasing Division)

SUMMARY

The Purchasing Division and the Community Services Department are requesting approval of Amendment No. 5 to Agreement No. 2014-0237-HHS/PL with Firestik Studio to extend the term thru March 31, 2018 and increase the compensation in the amount of \$80,000 for a total contract amount of \$583,000 inclusive of GRT to design and implement DWI Public Awareness Campaigns.

BACKGROUND

The Purchasing Division issued Request for Proposal (RFP) #2014-0237-HHS/PL "Design and Implementation of DWI Public Awareness Campaigns" on January 9, 2014. The County received 5 proposals and the Evaluation Committee selected Firestik Studio as the most qualified.

The original contract amount was for \$130,000 inclusive of GRT to design and implement two different DWI Public Awareness Campaigns. The campaigns included creative development,

design, production, management and printing of promotions items for the DWI program; which included radio advertisement, drink coasters, cocktail napkins, posters, stickers, t-shirts and bus wraps in both English and Spanish.

Amendment No. 1 increased the original amount of the contract an additional \$150,000 for a total contract sum of \$280,000 and extended the term an additional year.

Amendment No. 2 also increased the contract amount an additional \$130,000 for a total contract sum of \$410,000 and extended the term to July 31, 2016.

Amendment No. 3 increases the contract amount an additional \$130,000 for a total contract amount of \$540,000 and extends the term to July 31, 2017. This campaign will include the design, implementation, management, and printing of promotional items for two distinctly different public awareness campaigns in both English and Spanish.

Amendment No. 4 decreased compensation by \$37,000 for a total contract amount of \$503,000.00.

Amendment No. 5 will extend the term of the agreement thru March 31, 2018 and increase compensation by \$80,000 for a total contract amount of \$583,000. This is the last Amendment to the Agreement.

ACTION REQUESTED

The Purchasing Division and Community Services Department are requesting approval of Amendment No. 5 to Agreement No. 2014-0237-HHL/PL with Firestik Studio for a total contract amount of \$583,000 inclusive of GRT design and implement DWI Public Awareness Campaigns, and authorize the County Manager to sign the Purchase Order.

**AMENDMENT NO. 5
TO AGREEMENT BETWEEN
SANTA FE COUNTY AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT A DWI AWARENESS CAMPAIGN**

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," and **Firestik Studio** hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL (the Agreement) on March 31, 2014, to provide for Contractor's design and implementation of the County's ongoing DWI Public Awareness Campaign; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, the term of the Agreement is due to expire July 31, 2017, and the parties wish to extend the term thru March 31, 2018 and provide for additional compensation payable to the Contractor; and

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2) (Compensation and Invoicing) is amended by inserting a subparagraph "e" to read:

e. By Amendment No. 3, the County exercised its option to extend the term of this Agreement from July 31, 2017 to March 31, 2018. The total amount payable to the Contractor for the period of July 31, 2017 to March 31, 2018 shall not exceed \$80,000.00, inclusive of NM gross receipts tax. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$583,000.00, inclusive of NM gross receipts tax.

2. Article 4 (Effective Date and Term), is amended by inserting a subparagraph 4.d to read:

d. By Amendment No.5, the parties agree to extend the term of this Agreement from July 31, 2017, to March 31, 2018.

3. All provisions of the Agreement not specifically amended or modified by this Amendment No. 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

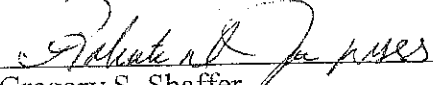
SANTA FE COUNTY

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

ATTESTATION:

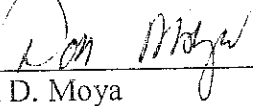
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney


Date 5-17-17

Finance Department:


Don D. Moya
Finance Director

Date 5-25-17

CONTRACTOR


Signature

Date 5/30/17

ERIC GRIEGO, OWNER
Printed name and title

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT A DWI AWARENESS CAMPAIGN**

THIS AMENDMENT is made and entered into as of this 31st day of April, 2017, by and between **Santa Fe County**, hereinafter referred to as the "County," and **Firestik Studio** hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL (the Agreement) on March 31, 2014, to provide for Contractor's design and implementation of the County's DWI Public Awareness Campaign; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, Amendment Nos. 1, 2 and 3 extended the term of this Agreement to July 31, 2017, and increased the compensation payable to the Contractor for a total sum not to exceed \$540,000.00; and

WHEREAS, the State of New Mexico has decreased its funding for certain programs funded by the State which results in a decrease in the funding for this Agreement; and

WHEREAS, due to funding cuts by the State of New Mexico, the compensation payable to the Contractor will be reduced by \$37,000.00; and

WHEREAS, the County wishes to amend the Agreement to decreasing the compensation payable to the Contractor by \$37,000 and amend the Contractor's scope of services accordingly.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 1 (Scope of Work) of the Agreement is deleted in its entirety and replaced with the following:

1. SCOPE OF WORK

The Contractor shall:

- A. Develop two campaigns, innovative messaging and techniques to educate the general public about the dangers of DWI, underage drinking and binge drinking. The campaign concepts will be in English and Spanish. Each campaign will include:

I. Design/Account Management

- a) Creative development and brainstorming of the campaign concept.
- b) General account management, including:
 - i. prepare billing statements,
 - ii. coordinate the release of new campaign thru advertising, printing of coasters, napkins, t-shirts and delivery of items,
 - iii. design, print and install bus wraps for City busses.

Amendment No. 4 to Agreement No. 2014-0237-HHS/PL

- iv. research for best practices for effective advertising in order to reach the identified target audience of DWI messaging,
- v. schedule television and radio advertisements, and
- vi. collect and report data regarding the target audience the advertising reached.
- c) Creation and development of campaign materials, headlines and taglines, copywriting and translating of print ads and collateral.
- d) Design production of agreed upon deliverables. Photography for advertising and campaigns.

II. Advertising, including bus wraps, radio spots, statement stuffers, online advertising, newspaper inserts and bus shelters.

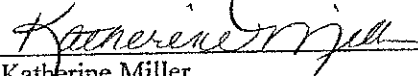
III. Printing/Collateral, including posters, coasters, unisex style T-shirts and hats, King Kong bus wraps for the bus driver's side, and bus shelter advertisements

The County DWI Program will work with the Contractor to ensure that the campaign material, printed and produced material, is completed to the satisfaction of the County. The parties will agree upon a timetable and establish deadlines to ensure timely delivery of material and products.

- 2. Article 3.A.2) (Compensation and Invoicing) is amended by inserting a subparagraph "d" to read:
 - d. By Amendment No. 4, the compensation payable to the Contractor is decreased by \$37,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$503,000.00, inclusive of NM gross receipts tax.
- 3. All provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4, shall remain in full force and effect.

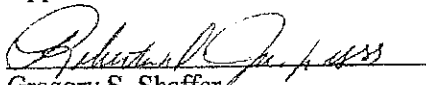
IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

SANTA FE COUNTY

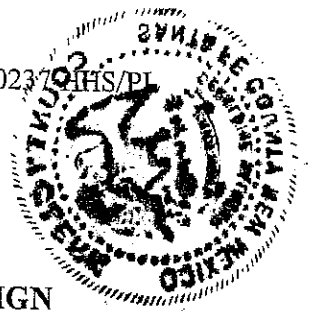

Katherine Miller
Santa Fe County Manager

Date 1-31-17

Approved as to form:


Gregory S. Shaffer
County Attorney

Date 1-25-17



**AMENDMENT NO. 3
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT A DWI AWARENESS CAMPAIGN**

THIS AMENDMENT is made and entered into as of this 26th day of July, 2016, by and between **Santa Fe County**, hereinafter referred to as the "County," and **Firestik Studio** hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL (the Agreement) on March 31, 2014, to provide for Contractor's design and implementation of the County's ongoing DWI Public Awareness Campaign; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, the term of the Agreement is due to expire July 31, 2016, and the parties wish to extend the term another year and provide for additional compensation payable to the Contractor; and

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2) (Compensation and Invoicing) is amended by inserting a subparagraph "c" to read:

c. By Amendment No. 3, the County exercised its option to extend the term of this Agreement from July 31, 2016 to July 31, 2017. The total amount payable to the Contractor for the period of July 31, 2016 to July 31, 2017 shall not exceed \$130,000.00, inclusive of NM gross receipts tax. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$540,000.00, inclusive of NM gross receipts tax.

2. Article 4 (Effective Date and Term), is amended by inserting a subparagraph 4.c to read:

c. By Amendment No.3, the parties agree to extend the term of this Agreement from July 31, 2016, to July 31, 2017. The County has the option to extend the term of this Agreement for a period not to exceed March 31, 2018.

3. All provisions of the Agreement not specifically amended or modified by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

SANTA FE COUNTY

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

Date 7/26/16



TESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date 7-26-2016

Approved as to form:

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

Date 7/13/16

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

Date 7/14/16

CONTRACTOR

Eric Griego
Signature

Date 7/19/16

ERIC GRIEGO / OWNER
Printed name and title

AMENDMENT NO. 2
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT A DWI AWARENESS CAMPAIGN

THIS AMENDMENT is made and entered into as of this 23 day of February, 2016, by and between Santa Fe County, hereinafter referred to as the "County," and Firestik Studio hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL (the Agreement) on March 31, 2014, to provide for Contractor's design and implementation of the County's ongoing DWI Public Awareness Campaign; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties;

WHEREAS, the term of the Agreement is due to expire March 31, 2016; and

WHEREAS, due to the availability of the grant funding for this program, the County wishes to amend the term of the Agreement to align the term with the availability and expenditure requirements of the grant funding.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2) (Compensation and Invoicing) is amended by inserting subparagraphs "a" and "b" read:
 - a. By Amendment No. 1, the County exercised its first option to extend this Agreement from March 31, 2015 to March 31, 2016. The total amount payable to the Contractor for the period of March 31, 2015 to March 31, 2016 shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) inclusive of NM gross tax in accordance with the prices in Exhibit B attached. The total amount payable to the Contractor under this Agreement as amended shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000.00), inclusive of NM gross receipts tax.
 - b. By Amendment No. 2, the Contractor's compensation for the period ending June 30, 2016 is \$130,000.00. The total amount payable to the Contractor under this Agreement shall not exceed Four Hundred Ten Thousand Dollars (\$410,000.00), inclusive of NM gross receipts tax.
2. The amendment to Article 3 by Amendment No. 1 is ~~deleted in its entirety~~.
3. Article 4 (Effective Date and Term) is amended by ~~deleting the second sentence in its entirety~~ and replace with:

The County has the option to extend the term of this Agreement in one-year increments or less, but in no event will the term of this Agreement be extended beyond March 31, 2018.

Amendment No. 2 to
Agreement No. 2014-0237-HHS/PL

4. Article 4 (Effective Date and Term), is amended by inserting a subparagraph 4.b to read:

b. By Amendment No. 2, the parties agree to extend the term of this Agreement from March 31, 2016, to July 31, 2016. The County has the option to extend the term of this Agreement for a period not to exceed March 31, 2018.

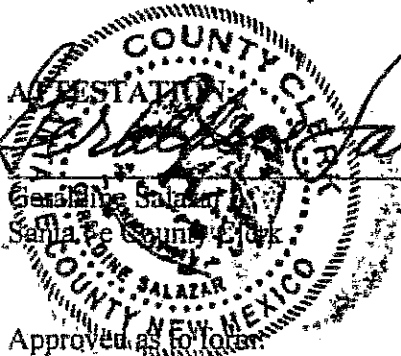
5. All provisions of the Agreement not specifically amended or modified by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of last date of signature by the parties.

SANTA FE COUNTY

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

Date 2/23/16



Approved as to form

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

Date 2-1-16

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

Date 2/1/16

CONTRACTOR

OWNER
(signature and title)

Date 2/4/16

**AMENDMENT NO. 1
BETWEEN SANTA FE COUNTY AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT DWI PUBLIC AWARENESS CAMPAIGNS**

This Amendment is made and entered into as of this 31 day of March, 2015 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Firestik Studio**, hereafter referred to as "the Contractor".

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2014-0237-HHS/PL to design and implement DWI Public Awareness Campaigns; and

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL on March 31, 2014 for these services for a term of one year; and

WHEREAS, Section 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED" of Agreement No. 2013-0320-HHS/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

WHEREAS, Section 4, "EFFECTIVE DATE AND TERM" of Agreement No. 2014-0237-HHS/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. 2014-0237-HHS/PL from March 31, 2015 to March 31, 2016 and increase compensation by \$150,000.

NOW, THEREFORE, the parties agree as follows:

1. Article 3. "COMPENSATION AND INVOICING" a new subparagraph is inserted as "3)" to read as follows:

- 3) By Amendment No. 1, the County exercised its first option to extend this Agreement from March 31, 2015 to March 31, 2016. The total amount payable to the Contractor for the period of March 31, 2015 to March 31, 2016 shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) inclusive of NM gross receipts tax in accordance with the prices in Exhibit B attached. The total amount payable to the Contractor under this Agreement, as amended and extended, shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000.00) inclusive of NM gross receipts tax.

2. Article 4 "EFFECTIVE DATE AND TERM" a new subparagraph "4.a" is inserted to read as follows:

- a. By Amendment No. 1, the County notifies Contractor and exercised the County's first option to extend the term of this agreement for one (1) year

from March 31, 2015 to March 31, 2016 on the same terms and conditions
as stated herein.

3. All other provisions of the Agreement No. 2014-0237-HHS/PL not specifically amended or
modified by this Amendment No. 1 shall remain in full force and effect.

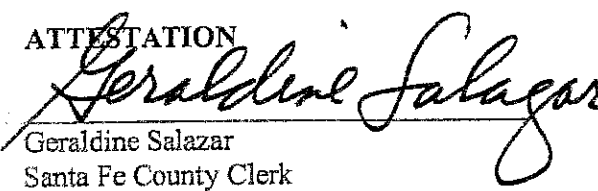
IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement
2014-0237-HHS/PL as of the date first written above.

SANTA FE COUNTY:


Robert Anaya, Chair
Santa Fe County Board of Commissioners

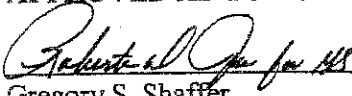
3/31/15
Date

ATTESTATION


Geraldine Salazar
Santa Fe County Clerk

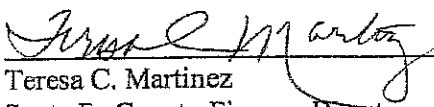
3-31-2015
Date

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

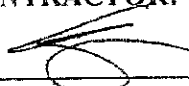
2/11/15
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

2/16/15
Date

CONTRACTOR:


(Signature)

2/20/15
Date

ERIC GRIZZO
(Print Name)

OWNER
(Print Title)



**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT DWI PUBLIC AWARENESS CAMPAIGNS**

THIS AGREEMENT is made and entered into this 3rd day of March 2014, by and between **Santa Fe County**, hereinafter referred to as the "County" and **Firestik Studio**, whose principal place of business is located at 1012 Marquez Place #105, Santa Fe, N.M. 87505, hereinafter referred to as the "Contractor".

WHEREAS, the Santa Fe County Community Services Division, DWI Program, requires design services to develop and implement Public Awareness Campaigns that informs and instructs the public of the dangers of drinking and driving;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0237-HHS/PL, for the provision of these services;

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;

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 provide the creative development, design, production, copy writing, management and printing of the campaign promotional materials to include, but not limited to, the following:

- A. Develop a strategy to rebrand and produce a new logo for the Santa Fe County DWI Program.
- B. Develop two distinctly different Public Awareness campaigns in both English and Spanish for the Santa Fe County DWI Program to include:
 - 1) Cab Ride Home Program;
 - 2) Change to the County's Vehicle Forfeiture Ordinance;
 - 3) Law Enforcement efforts to reduce DWI within Santa Fe County;
 - 4) Public education on the dangers of drinking and driving.
- C. Develop new, innovative tactics to promote the campaigns utilizing materials for distribution to restaurants and bars such as coasters, napkins, rack cards, Johnny Boards, magnets and key chains. Other promotional techniques could include bus wraps and advertising on gas pumps as well as other clever ideas.

- D. Provide all copy writing, production, management, design, creative development, and printing of promotional materials.
- E. Produce a designated number of coasters, key chains, bus wraps (King Kong wraps or others to include installation).
- F. Produce and print direct mailing postcards to include cost of postage.
- G. Develop and place digital media.
- H. Provide support during public process including attendance at pre-arranged press conferences, social media updates and other collateral material.

The Santa Fe County DWI Program shall:

- A. Provide direction and work closely with Contractor to ensure that all printed and produced materials are satisfactorily completed.
- B. Develop a timeline with established deadlines for the timely delivery of all printed and produced materials.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (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 written amendments to this Agreement.

3. COMPENSATION AND INVOICING

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed one hundred thirty thousand dollars (\$130,000.00) inclusive of gross receipts tax. 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. The County will notify the Contractor 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 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.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) years in one (1) year increments. In no event shall this Agreement exceed a term of four (4) years.

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 thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 fifteen (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. 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 (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).

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 (6) 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: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Firestik Studio
1012 Marquez Place #105
Santa Fe, New Mexico 87505

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

C. Contractor is legally registered and is properly licensed by the 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. 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

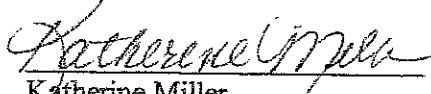
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. 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.

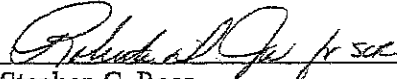
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

3.31.14
Date

Approved as to Form


Stephen C. Ross
Santa Fe County Attorney


3/20/14
Date

Finance Department Approval


Teresa C. Martinez
Santa Fe County Finance Director

3/20/14
Date

CONTRACTOR:


(Signature)

3/18/14
Date

ERIC GRIEGO
(Print Name)

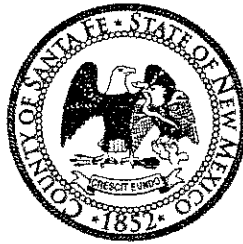
OWNER
(Print Title)

FEDERAL IDENTIFICATION NUMBER: 043805132

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: June 28, 2017

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director *BS*

Via: Katherine Miller, County Manager

Re: Request Approval of Amendment No.3 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO

BACKGROUND AND SUMMARY

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement (CBA) effective January 26, 2016 to December 31, 2019. It has been identified that the current CBA does not contain a mandatory grievance procedure for possible violations of the provisions of the CBA. Santa Fe County and the Association met regarding this and have agreed upon a grievance procedure and to incorporate the statutorily mandated provision into the CBA.

ACTION REQUESTED

The Association and the County request approval of amendment no. 3 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO. Thank you for your consideration.

Attachment:

Amendment No.3 to the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO

**AMENDMENT NO. 3 TO COLLECTIVE BARGAINING AGREEMENT BETWEEN
SANTA FE COUNTY AND THE NEW MEXICO COALITION OF PUBLIC SAFETY
OFFICERS REPRESENTING THE SANTA FE COUNTY DEPUTY SHERIFFS**

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2017, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the New Mexico Coalition of Public Safety Officers (hereinafter referred to as "the Union").

WHEREAS, the County and the Union entered into the Collective Bargaining Agreement (CBA) effective January 26, 2016 to December 31, 2019; and

WHEREAS, the County and the Union entered into Amendment 1 to the CBA on June 29, 2016 in order to modify provisions governing the Clothing Allowance of bargaining unit employees; and

WHEREAS, the County and the Union entered into Amendment 2 to the CBA on November 29th, 2016, after successfully completing negotiation of an economic reopener which resulted in amendments to Section 37, Wages, and Section 51, Promotions; and

WHEREAS, the Public Employee Bargaining Act, NMSA 1978, Section 10-7E-17(F) requires that the CBA include a grievance procedure to be used for the settlement of disputes pertaining to employment terms and conditions; and

WHEREAS, the CBA does not contain the mandatory grievance procedure; and

WHEREAS, the parties have agreed upon a grievance procedure and now desire to amend the contract to incorporate that statutorily mandated provision.

NOW, THEREFORE, THE PARTIES AGREE TO ADD THE FOLLOWING PROVISION TO THE CBA.

1. Section 57: Grievance Procedure

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement. This article shall not be utilized to dispute or alter disciplinary action decisions.
- B. A "grievance" is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. A "grievant" is defined as the person or entity claiming a violation has occurred and may be a bargaining unit employee, a group of bargaining unit employees, the Association or the County.
- D. As used in this Article, "days" shall mean workdays (Monday through Friday) and shall

not include holidays or time when the County Administrative Offices are closed.

- E. A written grievance must contain a statement of the grievance, the name of the employee(s), the individual alleged to have committed the violation, the circumstances and facts upon which the allegation is based, the date of the alleged violation, the specific section of this Agreement allegedly violated, and the specific remedy being sought. Statements such as "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant and shall constitute a fatal defect in the written grievance resulting in forfeiture of the right to grieve.
- F. Failure to serve a complete grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance will constitute forfeiture of the right to grieve. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. Deficiencies in the content of the grievance shall constitute forfeiture of the right to grieve.
- G. When the parties, in writing, mutually agree, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- H. Should either party fail to respond to a grievance within the time limits expressed herein, the grievant may appeal to the next level of the grievance procedure within the time limits set forth as if a timely response had occurred.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. An employee or the County may be represented by an association representative and/or an attorney at any step of the grievance or arbitration procedure.
- J. Grievances shall be presented as outlined below:

A grievant is encouraged to resolve a potential grievance informally within the ten (10) day time limit to serve a grievance at Step One. An issue may also be brought to the Labor Management Committee within this time frame.

Step One – A bargaining unit employee who believes that he/she may have a grievance, shall serve a written grievance with the employee's immediate supervisor next in the chain of command and not a participant in the alleged contract violation. The recipient of the grievance shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting shall be held within five (5) days of service of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of serving of the grievance, the employee may serve a written grievance at Step Two.

Step Two – Within ten (10) days of the serving of the grievance at Step One, the written grievance must be served on the Sheriff. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Sheriff or designee. This meeting shall be held within five (5) days following service of the grievance, to discuss the grievance, and attempt a resolution. The Sheriff or designee will provide a written response to the grievance within ten (10)

days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Sheriff's or designee's response, the employee or Union Representative may serve a written grievance at Step Three.

Step Three-

- a. Within ten (10) days of service of the decision of the Sheriff or designee at Step Two, the written grievance must be served on the Human Resources Director.
- b. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
- c. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.
- d. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Section 31 of this Agreement.

K. Grievance Process for the County

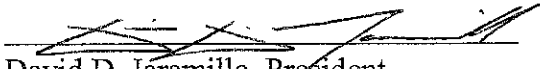
Step One- The County shall serve a written grievance on the Union President requesting a meeting. If the matter is not resolved to the satisfaction of the county within ten (10) days of the service of the grievance, the County may proceed to Step Two.

Step Two- If resolution is not reached the County may serve a written request for arbitration on the Union President. Arbitration shall proceed in accordance with Section 31 of this Agreement.


2. All other provisions of the CBA not specifically deleted, replaced or amended by Amendment No. 1 and/or Amendment No. 2, shall remain in full force and effect.

SIGNATORIES OF THE PARTIES

IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the dates indicated.


David D. Jaramillo, President
Santa Fe County Deputy Sheriff Association

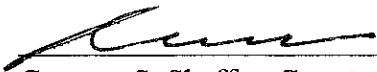
Henry P. Roybal, Chairperson
Board of County Commissioners
County of Santa Fe, New Mexico


David Griffith, President
NMCPSO

Attest:

Approved as to form:

Geraldine Salazar, County Clerk
County of Santa Fe, New Mexico


Gregory S. Shaffer, County Attorney
County of Santa Fe, New Mexico

