Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller County Manager

To:

Santa Fe County Board of County Commissioners

Through:

Katherine Miller, County Manager

Patricia Boies, Health Services Division Director, Community Services Department

From:

Kyra Ochoa, Program Manager, Health Care Assistance Program

Date:

May 7, 2018

Re:

Approval of County Health Care Assistance Claims in the Amount of \$33,007.25

(Community Services Department/Kyra Ochoa)

#### **ISSUE:**

Approval of County Health Care Assistance claims in the amount of \$33,007.25.

#### **BACKGROUND:**

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$33,007.25 as indicated on the Amount Paid to Vendors document. For this amount, 26 residents were served by partnering clinics and providers.

#### RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$33,007.25.

			:

Santa Fe County Health Care Assistance Fund Community-Based Providers Fiscal Year 2018

29-May-18

•					
Provider Name	FY 18 Projected	Claims Approved Through April 24, 2018	Claims Presented	Remaining Balance	% Remaining
Primary Care	Funding				
El Centro Family Health	1,000.00	187.84	35.20	776.96	78%
La Familia Medical Center	2,500.00	1,933.03		26 999	%26
Pecos Valley Medical Center	1,500.00			1500 00	100%
Presbyterian Healthcare Services	3,000.00	1,793.00		1 207 00	40%
SW Care/Women's Health Services	25,000.00	8,666.13	504.46	15 829 41	63%
Total Primary Care	33,000.00	12,580.00	539.66	19,880.34	%09
Substance Abuse					
Interfaith Leap-Sangre de Cristo House	25,000.00	11,250.00	9.125.00	4 625 00	10%
Santa Fe Recovery Center	330,000.00	273,319.19	21,092,59	35 588 22	11%
Total Substance Abuse	355,000.00	284,569.19	30,217.59	40.213.22	11%
Mental Health					
Casa Milagro	20 000 00	18 B27 E0	00.030.0	000 7	i i
Total Mental Health	20.000.00	16 687 50	2 250.00	1,062.50	02%
		20.50	2,200,00	1,002.50	2%
Ambulance					
City of Santa Fe Fire	13,500.00	3.445.83		10 054 17	740%
County Fire	1,500.00			1.500.00	100%
lotal Ambulance	15,000.00	3,445.83		11,554.17	77%
Contingency	27,476.00			27,476.00	100%
Total Health Care Assistance	450,476.00	317,282.52	33,007.25	100.186.23	22%
Gremations (Under Separate Cover)	30.000.00	21 600 00	1 200 00	7 200 00	240/
			00.004	00.002,1	7470
Grand Total	480,476.00	338,882.52	34,207.25	107,386.23	22%

©IHS lssued 05/07/18

Name

Casa Milagro

El Centro Family Health

Southwest Care Center

Santa Fe Recovery Center

Interfaith-leap Inc.

Vendor#

23835

5855

142

16165

16159

**Amount Paid to Vendors** 

Indigent Healthcare Solutions Batch Dates 05/29/18-05/29/18

# Invoices Payable

12 2,250.00
1 35.20
1 9,125.00
6 21,092.59

Grand Total:

27

7

33,007.25

504.46

Page 1

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:

May 8, 2018

TO:

**Board of County Commissioners** 

FROM:

Michael Kelley, Public Works Department Director MX 5

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting May 29, 2018

Request Approval of Grant of a Permanent Public Highway Right-of-way Easement for a Public Roadway Improvement and Bridge Replacement Project on County Road 72A (Public Works Department/Terry Lease)

### **BACKGROUND:**

The County is conducting a public roadway improvement and bridge replacement project known as the County Road (CR) 72A Bridge Replacement Project ("Project") in order to make much needed roadway improvements in the immediate area and to replace a bridge as required by the New Mexico Department of Transportation. Approval and execution of the attached easement will allow the Project to move forward.

#### DISCUSSION:

Members of the Collins family own the residential property located at 6 Big Tesuque Canyon (aka CR72A), Santa Fe, New Mexico ("Property"). A portion of CR72A is currently located on the Property within a prescriptive easement established by public use for highway purposes for a period of ten years or more. Recording the attached easement, which the Collins family is donating to the County, on top of the existing prescriptive easement is recommended by County staff in order to remove any uncertainty regarding width or location of the prescriptive easement. The Property is not located within pueblo lands.

#### **ACTION REQUESTED:**

Approval and execution of the Easement to Santa Fe County.

# PERMANENT PUBLIC HIGHWAY RIGHT-OF-WAY EASEMENT AGREEMENT

This Permanent Public Highway Right-of-Way Easement Agreement ("Agreement") is entered into between Suzanna R. Collins, a unmarried woman, Tracy J. Collins, an unmarried woman, and Geoffrey Clay Collins, an unmarried man (collectively "Grantor"), and Santa Fe County, a political subdivision of the State of New Mexico ("Grantee").

#### RECITALS

- A. Grantor are the fee owners of the real property located at 6 Big Tesuque Canyon, Santa Fe, New Mexico ("Property"), which is more particularly described in that certain Warranty Deed filed as Instrument No. 1789647 in the records of the County Clerk of Santa Fe County, New Mexico.
- B. Grantee is conducting a public roadway improvement and bridge replacement project known as the County Road (CR) 72A Bridge Replacement Project ("Project") in order to make much needed roadway improvements in the immediate area and to replace a bridge as required by the New Mexico Department of Transportation.
- C. CR 72A is currently located on the Property within a prescriptive easement established by public use for highway purposes for a period of ten years or more.
- D. The purpose of this Agreement is to describe more precisely the purposes, location, and extent of the existing CR 72A public highway right-of-way easement on the Property through an express grant of easement and to provide a temporary construction permit to Grantee.

#### AGREEMENT

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

- 1. <u>Grant of Public Highway Right-of-Way Easement and Temporary Construction Permit.</u>
- 1.1 <u>Public Highway Right-of-Way Easement</u>. Grantor hereby grants to Grantee, its successors and assigns, an exclusive permanent right-of-way easement ("Public Highway Easement") over, under, in, along, across and upon the area of the Property described and depicted on the attached and incorporated Exhibit "A" ("Easement Area"), for the construction, operation, use, maintenance, repair, and replacement of a public highway within the meaning of NMSA 1978, Section 67-2-1 (1905), including installation and maintenance of signage, guardrails, utilities, safety features, and other public highway uses and improvements (collectively, "Authorized Purposes").
- 1.2 <u>Temporary Construction Permit</u>. Grantor hereby issues Grantee a temporary construction permit ("Temporary Construction Permit") upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of the

public highway improvements associated with the Project ("Project Improvements") and to conduct any studies, testing, or surveys that may be necessary prior to such construction and installation.

## 2. Terms of Public Highway Right-of-Way Easement and Temporary Construction Permit.

- 2.1 <u>Public Highway Right-of-Way Easement</u>. The <u>Public Highway Right-of-Way Easement</u> shall commence on the Effective Date and shall run with the land and continue in perpetuity in full force and effect.
- 2.2 <u>Temporary Construction Permit</u>. The Temporary Construction Permit shall commence on the Effective Date and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the Project Improvements and restoration of the disturbed surface or (ii) five years after the Effective Date.
- 3. Reservation by Grantor. Grantor reserves all right, title and interest in the Easement Area not granted to Grantee under this Agreement or otherwise previously acquired by Grantee through prescriptive use. However, Grantor shall have no right or duty to control or maintain the Easement Area, which shall be in the exclusive possession and control of Grantee.
- 4. <u>Restoration</u>. Grantee will seek to avoid or minimize any disturbance of the Property outside the Easement Area during the term of the Temporary Construction Permit. However, if such disturbance occurs, Grantee shall restore the disturbed area outside the Easement Area to its condition immediately prior to the disturbance, except that Grantee shall have no obligation to replant native vegetation.

### 5. <u>General Provisions</u>.

- 5.1 <u>Assignment</u>. Grantee's rights under this Agreement are assignable at Grantee's discretion, and upon such assignment Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.
- 5.2 <u>Effective Date</u>. This Agreement shall be effective upon the last date of signature below.
- 6. <u>Notices</u>. Notices to Grantor shall be mailed to: 6 Big Tesuque Canyon, Santa Fe, NM 87506. Notices to Grantee shall be mailed to: County Manager, P.O. Box 276, Santa Fe, NM 87504-276.
- 6.1 <u>Further Cooperation</u>. The Parties agree to execute such other documents and to perform such other acts as may reasonably be necessary or desirable to further the expressed and intent purpose of this Agreement.

- 6.2 <u>Cancellation of Prior Agreement</u>. This Agreement shall supersede and replace all prior written or oral agreements among the Parties concerning the subject matter of this Agreement, if any.
- 6.3 <u>No Third-Party Beneficiaries</u>. The Parties do not intend by this Agreement to benefit any person who is not a party to this Agreement. No person other than the Parties may enforce this Agreement.
- 6.4 <u>Subject to Appropriations</u>. Any obligation of Grantee under this Agreement is subject to sufficient funds being appropriated by the Board of County Commissioners, in its discretion, and the Bateman Act, NMSA 1978, Section 6-6-11(1968).
- 6.5 Sovereign Immunity. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in NMSA 1978, Section 37-1-23, and the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq.

#### **GRANTOR:**

By: Suzanna R. Collins	P. Carlin Date: 4/23/18
By: Tracy J. Collins	DioS Date: 423 / 8 / 8 / 8 / 8 / 8 / 8 / 8 / 8 / 8 /
By: Geoffrey Clay Collins  SANTA FE COUNTY	Date milk B OLS
By: Anna Hansen, Chair	Date:
Board of County Commissioners  ATTESTATION:  Geraldine Salazar Santa Fe County Clerk	of Santa Fe County  ALANO  PARIO  Date

Approved as to form:

Date: 4/12/18
R. Bruce Frederick
Santa Fe County Attorney
ACKNOWLEDGEMENT OF SUZANNA R. COLLINS
State of New Mexico ) )ss.
County of Santa Fe ) .
This instrument was acknowledged before me on this 7/ day of 1/2018, by  Suzanna In Contins.  OFFICIAL SEAL  TERRY LEASE  Notary Public  State of New Mexico  My Comm. Expires 10/31/2020  Notary Public
My commission expires: /b/3//2020
ACKNOWLEDGEMENT OF TRACY J. COLLINS
State of New Mexico ) )ss:
County of Santa Fe )
This instrument was acknowledged before me on this 31 day of APRIC , 2018 by Tracy J. Collins (seal)  OFFICIAL SEAL TERRY LEASE Notary Public State of New Mexico My Comm. Expires 10/31/2020
My commission expires: 10/31/2020
ACKNOWLEDGEMENT OF GEOFFREY CLAY COLLINS  State of New Mexico )  County of Santa Fe  This instrument was acknowledged before me on this day of
Geoffrey Clay Collins .  (seal)  SOMALIA GOLDSBY COMM. 2187034 NOTARY PUBLIC CHAPTER LOS Angeles Courty My Comm. Expires Mar. 18, 2021  My commission expires: 03 //B/203

# PERMANENT PUBLIC HIGHWAY RIGHT-OF-WAY EASEMENT AGREEMENT

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GRANTOR:	
By: Suzanne R. Collins	Date: 4/23/18
By: Tracy J. Collins	A36 (A36) Pate:  (A36 (A36) Pa
By: Clay Collins	Date: 4/30//8
SANTA FE COUNTY	
By: Anna Hansen, Chair	Date:
Board of County Commissioners of San	nta Fe County
ATTESTATION:	
	<b>~</b> .
Geraldine Salazar	Date:
Santa Fe County Clerk	i v .
ACTES SOMALA COLOSSY I	**
Approved as to form's MMOD ASSET	£

Page 3 of 5

D3 72	D	Date: 4/12/18	
R. Bruce Frederick			
Santa Fe County Attor	mey		
£	ACKNOWLEDGEMENT OF SU	JZANNA R. COLLINS	
State of New Mexico	) )ss.		
County of Santa Fe	)	•	
This instrument was acl Suzanna R. Collins. (seal)	OFFICIAL SEAL TERRY LEASE Notary Public State of New Mexico My Comm. Expires 10/3/20	day of Apple  Notary Public	, 2018, by
My commission expires	s: <u>10/31/2020</u>		
	ACKNOWLEDGEMENT OF	TRACY J. COLLINS	
State of New Mexico	) )ss:		
County of Santa Fe	, )		· 
This instrument was act Tracy J. Collins. (seal)	OFFICIAL SEAL TERRY LEASE Notary Public	_day of APRIC	, 2018 by
}`	State of New Mexico / My Comm. Expires 10/31/2020	Notary Public	
My commission expire			
AC	CKNOWLEDGEMENT OF GEO	OFFREY CLAY COLLINS	
State of New Mexico	Necy Sty		·
County of Santa Fe	noxeus.	7. A	
This instrument was ac Geoffrey Clay Collins (seal)	eknowledged before me on this Z	day of ATCII	_, 2018 by
My commission expire	es: 03/18/2024	Notaxy Public	
		SOMALIA GOLDSBY COMM. 2187034 NOTARY PUBLIC CALFORNA Los Angeles County	

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