

**AMENDMENT NO. 2 TO MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE LIFE LINK**

THIS AMENDMENT is made and entered into as of this 1ST day of January, 2024, between **Santa Fe County** (the “County”) and **The Life Link** (“Life Link”).

WHEREAS, on March 22, 2022, the County and Life Link entered into Agreement No. 2022-0140-CSD/MM (the “Agreement”) to help address unmet emergent community needs, services for which Life Link serves as the fiscal sponsor; and

WHEREAS, Article 11 (Amendment) of the Agreement allows parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, Amendment No. 1 increased the compensation payable to Life Link by the sum of \$91,312.00 and extended the term to December 31, 2023; and

WHEREAS, the County wishes to continue to benefit from the services performed by Life Link; and

WHEREAS, by this Amendment No. 2 the parties agree to extend the term to December 31, 2024

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

1. Article 3 (**Funding**) a subparagraph b is inserted to read:

b. By Amendment No. 2 the Contractor will continue to serve as the fiscal intermediary for the three categories listed below (costs and services performed for the LEAD-Santa Fe):

- i. Housing Funds
- ii. Wellness Funds
- iii. Community Outreach

2. Article 4 (**Term**) is amended by inserting a subparagraph b to read:

b. By Amendment No. 2 the term is extended to December 31, 2024.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

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

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

1/4/2024

Date

Approved to form:

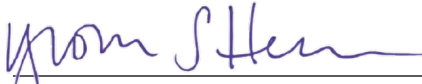
Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

December 26, 2023

Date

Finance Division:



Yvonne S. Herrera
Finance Director

12/27/2023

Date

THE LIFE LINK



Signature

1/2/2024

Date

Michael DeBernardi, CEO

Print name and title

**AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE LIFE LINK**

THIS AMENDMENT is made and entered into as of this 12th day of January, 2023, by and between **Santa Fe County**, (hereinafter the "County") and **The Life Link**, (hereinafter the "Contractor").

WHEREAS, on March 22, 2022, the County and Contractor entered into Agreement No. 2022-0140-CSD/MM (hereinafter the "Agreement") to help address unmet emergent community needs in which the Contractor will serve as a fiscal sponsor; and

WHEREAS, Article 11 (Amendment) of the Agreement allows parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by this Amendment No. 1 the parties wish to amend the Agreement to increase the compensation payable to the Contractor by the sum of \$91,312.00 and extend the term of the Agreement to December 31, 2023.

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

1. Article 3 (**Funding**) a subparagraph a is inserted to read:
 - a. By Amendment No. 1 to this Memorandum, the sum of \$91,312.00 is made available to reimburse The Life Link for eligible costs and services performed for the LEAD-Santa Fe County from December 31, 2022, to December 31, 2023. The Life Link shall continue to serve as the fiscal intermediary for the same categories of services as follows:
 - i. Housing Funds \$53,040.00 (inclusive of 4% administration fee)
 - ii. Wellness Funds \$36,400.00 (inclusive of 4% administration fee)
 - iii. Community Outreach \$ 1,872.00 (inclusive of 4% administration fee)

The total amount of funds available to the Contractor for the term of this Agreement shall not exceed **\$213,824.00**, including the 4% administration fee payable to The Life Link as provided in this Agreement.

2. Article 4 (**Term**) is deleted in its entirety and replaced with:

4. **TERM.** This Memorandum is effective March 22, 2022, and the initial term terminates December 31, 2022. After the initial term the parties may agree to extend the term in one-year increments not to exceed four years in total, unless this Memorandum is terminated by a party pursuant to Article 5 (Termination).

3. Article 4 (**Term**) is amended by inserting a subparagraph a to read:
 - a. By Amendment No. 1 to this Agreement, the parties agree to extend the term to December 31, 2023.
4. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

1/12/2023

Date

Approved to form:

Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

January 3, 2023

Date

Finance Division:



Yvonne S. Herrera
Finance Director

January 10, 2023

Date

CONTRACTOR



Signature

January 10, 2023

Date

Michael DeBernardi, CEO

Print name and title

**MEMORANDUM OF AGREEMENT
BETWEEN LIFE LINK
AND SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this 22nd day of March, 2022, between THE LIFE LINK ("Life Link"), and SANTA FE COUNTY ("County"), a political subdivision of the state of New Mexico.").

RECITALS:

WHEREAS, LEAD-Santa Fe County includes the creation of two funds designated as a Wellness Fund and a Recovery and Temporary Housing Fund. These funds follow CONNECT Navigation Protocols and are subject to County-approved protocols (see Exhibit A); and

WHEREAS, on June 19, 2018, the County and Life Link entered into Agreement No. 2018-0349-B-CSD/MM ("Agreement") as part of the Accountable Health Community/ CONNECT navigation services initiative by the Santa Fe County Community Services Division ("CSD"); and

WHEREAS, CSD also developed CONNECT Navigation Protocols for FY 2019, and updated in FY 2021, and the Navigation Protocols include the creation of a fund designated as Flexible Funds, which are funds that may be accessed to cover certain costs and expenses within each social determinant of health pathway; and

WHEREAS, on December 1, 2021, the Santa Fe County Board of County Commissioners passed Resolution No. 2021-99, *A Resolution to Budget the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program ("COSSAP") Grant #2020-AR-BX- 0119 from the State of New Mexico Behavioral Health Services Division*, for the COSSAP Program in the total amount of \$127,777.00 in carry over funds. CSD, through LEAD-Santa Fe County, wishes to make some of these funds available to Life Link for the purposes, and in accordance with the terms and conditions, set forth in this Memorandum; and

WHEREAS, LEAD-Santa Fe County includes the creation of the Community Outreach Fund to pay for participation of people with lived experience at Community Leadership Team quarterly meetings; and

WHEREAS, pursuant to NMSA 1978, Section 13-1.98.1 (B) (Hospital and health care exemption, the Procurement Manager determines that the procurement of these services with this Memorandum were deemed to be exempt from a competitive solicitation because they are part of the County's Accountable Health Community Initiative; and

WHEREAS, the County requires the Life Link's services, and Life Link is willing to Agreement No. 2022-0140-CSD/MM 2 serve as a fiscal intermediary for LEAD-Santa Fe County Wellness, Recovery and Temporary Housing and Community Outreach Funds using CONNECT Flexible Fund Protocols as guidance.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **PURPOSE.** The Community Services Department desire to formalize the creation of a fiscal intermediary for the LEAD-Santa Fe County Wellness and Recovery and Temporary Housing Funds (the "Fund") to address unmet emergent community needs in which Life Link will serve as a fiscal sponsor.
2. **SCOPE.** The purpose of this Memorandum is to outline roles and responsibilities of the County and Life Link for the management and administration of the Fund.

A. Life Link shall:

1. Serve as the fiscal intermediary for the LEAD-Santa Fe County Wellness and Recovery and Temporary Housing Funds which are subject to Santa Fe County approved protocols in Exhibit A. Serve as the fiscal intermediary for the LEAD-Santa Fe County Community Outreach Fund.
2. Designate a Life Link employee to receive and process requests.
3. Provide a Check Request form to be used by LEAD-Santa Fe County case managers.
4. Pay invoices for appropriate and approved expenses pursuant to Santa Fe County approved protocols in Exhibit A.
5. Issue checks to vendors weekly. In the case of an emergency, requests must be submitted by 2:00 p.m. for payment by 5:00 p.m. of the same day within 24 hours. The Life Link representative will approve all outgoing payments and provide a monthly itemized invoice to the LEAD-Santa Fe County program manager for reimbursement.

B. The County shall:

1. Follow CONNECT Flexible Fund protocols and provide a copy of current protocols to Life Link.
2. Ensure case managers submit electronically or by appointment the following: Check Request form, and supporting documentation to Life Link employee by 2:00 p.m. in order to receive a check by 5:00 p.m. on the same day or within 24 hours.
3. Review, approve or deny items not on the approved protocols as requested Life Link and/ or the LEAD-Santa Fe County case manager. Items not included on the approved protocol will be sent to the LEAD program manager for review and a determination will be made within 24 hours.
4. Upon receipt of the invoice from Life Link, the LEAD-Santa Fe County program manager will review, approve and begin process for payment within seven calendar days.

5. Pay Life Link a 4% administrative fee of payments made to vendors as compensation for serving as fiscal intermediary and performing the above mentioned duties for LEAD-Santa Fe County.

DELIVERABLES

A. The Life Link shall complete the following Deliverables:

1. Pay invoices for appropriate and approved expenses pursuant to Santa Fe County approved protocols in Exhibit A.
2. Provide a monthly itemized invoice to the LEAD-Santa Fe County program manager.

3. FUNDING

A total of **\$122,512.00** is available to reimburse Life Link for eligible costs and services performed from the effective date of this Memorandum to December 31, 2022.

Reimbursement shall be distributed as follows:

- Housing Funds \$93,600.00 (inclusive of 4% administrative fee)
- Wellness Funds \$27,040.00 (inclusive of 4% administrative fee)
- Community Outreach \$1,872.00 (inclusive 4% administrative fee)

4. **TERM.** This Memorandum shall be effective as of the date of last signature by the parties and shall terminate December 31, 2022, unless terminated earlier by a party pursuant to Article ~~4~~⁵ (Termination). yfl

5. **TERMINATION.** This Memorandum may be terminated by any of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

7. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The County, including its "public employees" as defined in the New Mexico Tort Claims Act, does not waive sovereign immunity, nor waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

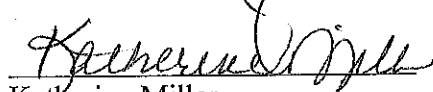
8. **APPROPRIATIONS.** The County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the Santa

Fe County Board of County Commissioners for the County's, performance of this Memorandum. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to Life Link. The County's decision as to whether sufficient appropriations are available shall be accepted by Life Link and shall be final.

9. **THIRD PARTY BENEFICIARIES.** By entering into this Memorandum, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the County and Life Link. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.
10. **ASSIGNMENT.** None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandum without the prior written approval of the parties.
11. **AMENDMENT.** This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

3.22.22
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

March 3, 2022
Date

Finance Division:


Yvonne S. Herrera
Finance Director

3/7/2022
Date

THE LIFE LINK:



(Signature)

3/3/22

Date

Michael DeBernardi - CEO

(Print name and title)

EXHIBIT A

WELLNESS FUND PROTOCOL

The following Wellness Fund Protocol has been approved by the Santa Fe County legal department (9/17/21). This protocol mirrors the CONNECT Flexible Fund Protocol.

A Wellness Fund is available to respond to a participant's emerging or immediate crisis involving housing, transportation, utilities, access to food, personal safety, or other unmet SDOH, and activities related to achieving the goals documented in an individual service plan. A list of pre-approved uses is provided in Exhibit A.

Other uses may be allowed by prior written approval of the LEAD-Santa Fe County program manager. Wellness Funds are intended to serve as the *payor of last resort*, not to supplant other available funding sources. Wellness Funds can be used for episodes that are time limited. The case manager must demonstrate a source of ongoing funding to avoid repeated use for the same request and document in an individual service plan.

When distributing Wellness Funds, case managers are encouraged to exercise discretion and be innovative. To extend the available funds, case managers should seek community partners to donate or partially fund the purchase and encourage the individual to contribute to the extent possible.

Any participant is eligible to receive Wellness Funds. There is no limit on the number of items or frequency per contract year of Wellness Funds that an individual may receive except as specified in Exhibit A where expenditure caps are listed. A person may not receive funds for the same item more than once from the same partner organization, and the case manager cannot expend or commit more funds than are present in the account for Wellness Funds at the time of the request. There is a cap of \$25,000 per individual in their lifetime and caps on specific items as listed in Exhibit A. Exceeding caps on certain items may be allowed with prior written approval of the LEAD-Santa Fe County program manager.

A case manager may obtain an item with Wellness Funds and give it to the individual or accompany the individual and pay for an item with Wellness Funds but cannot give Wellness Funds to the individual to pay for an item.

Wellness Funds cannot be used for any purpose not specified in this policy. The disbursement of Wellness Funds is tracked in the Unite Us platform and documented as each case is closed. Receipts must be uploaded into the platform and correspond with the invoice submitted to the City or County. The receipts must be titled with the name of the individual, the date and the service category of the expenditure and uploaded within the reporting term that the purchase is made.

Best practice for documenting Wellness Fund expenditures is within 24 hours. Please refer to the Network Standards for a detailed description of how to document expenditures in the Unite Us platform.

It is the responsibility of each organization to review these protocols regularly. Terms are subject to change.

HOUSING: Rent (up to 3 months per calendar year) *

- Sleeping mat
- Sleeping bag
- Mold remediation
- Pest removal
- Housing repairs, appliance replacement or safety modifications related to plumbing and water leaks, electrical, heat, oven, hot water heater, smoke detectors or grab bars (\$2,000 max)
- Fees for identification needed to obtain housing
- Hotel (up to 3 months per calendar year)

NO:

- Security Deposit
- Tent

TRANSPORTATION: Bus pass

- Fuel for vehicles
- Uber and Lyft gift cards
- Fees for Driver's License or identification needed to obtain license
- Vehicle repairs and parts to keep vehicle roadworthy (\$1,500 max per vehicle)
- Car seat
- Vehicle insurance (up to 6 months)
- Bicycle parts and repair
- Gas card (identification required for use)

UTILITIES:

- Pellets
- Firewood
- Propane
- Fan
- Gas, Electric, Water Bill, Phone, Internet payment (up to 3 months)
- Flashlight
- Fees for identification needed to obtain utilities
- Smoke and Carbon Monoxide detectors

FOOD: Groceries
Hot meal
MoGro membership
Baby formula
Breast feeding supplies
Pre-natal vitamins
Fees for identification needed for SNAP application
Grocery card (identification required for use)

INTERPERSONAL SAFETY: Train, bus fare for safe destination
Court fees such as filing fees for new birth certificate, social security card, and ID/Driver's License
Asylum application fee
Fee for name change needed for safety

OTHER: Weather-appropriate clothing
Expenses related to education and securing employment (e.g., registration fees, clothing for work, computer, cap and gown for graduation, certifications, education/vocational tuition (max \$1,000)
Childcare assistance (up to 3 months)

*12 months of housing can be paid for LEAD participants

Medical bills, prescriptions and durable medical equipment will not be paid for.



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN
DUPLICATE

PAGE: 1

P.O. NO.: 240696

DATE: 07/26/2023

C.O.NO.: 0

C.O.DATE: 00/00/0000

TO: LIFE LINK, THE
2325 CERRILLOS ROAD
SANTA FE, NM 87505

SHIP TO/
INVOICE TO:

HEALTH & HUMAN SERV/ADMIN
SANTA FE COUNTY
100 CATRON, 2ND FLOOR
SANTA FE, NM 87505-2156

VENDOR NO.		NOTES									
6558		1. Federal Tax I.D. Number is required for payment									
		2. If unable to fill at prices shown, or meet delivery day, please advise immediately.									
		3. All items subject to terms and conditions on reverse.									
DELIVERY BY		SHIP VIA		F.O.B.		TERMS					
07/07/2023						NET 30					
CONFIRM BY			CONFIRM TO			REQUISITIONED BY					
LUNA-ANDERSON, CAROLYN			LOVE, JACK L.			TCARSON					
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.		REQ. DATE	
				22304974655003				0000240366		07/07/2023	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION					UNIT COST		EXTENDED COST	

1	41,120.00	EA	ELIZABETH PETERSON	1.0000	41,120.00
			000 004		

PO for The Life Link to serve as fiscal
intermediary for LEAD-Santa Fe County Wellness,
Housing and Community Outreach funds for FY 24.
The total of the combined funds: \$41,120 inclusive
of a 4% administrative fee .
COSSAP funded LEAD-Santa Fe County from
223-0497-465.50.03 Cost Center.
Amendment #1 to Agreement #2022-0140-CSD/MM

Change order
Increase PO by \$9,121.44

Dina Cere

12/18/23

7/26/2023. Pursuant to Amendment No. 1

2022-0140-CSD/MM Expires 12/31/2023 JL

**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

PURCHASE ORDER**IMPORTANT**

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN
DUPLICATE

PAGE: 2
P.O. NO.: 240696
DATE: 07/26/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: LIFE LINK, THE
2325 CERRILLOS ROAD
SANTA FE, NM 87505

SHIP TO/
INVOICE TO:

HEALTH & HUMAN SERV/ADMIN
SANTA FE COUNTY
100 CATRON, 2ND FLOOR
SANTA FE, NM 87505-2156

VENDOR NO.		NOTES 1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.						
6558								
DELIVERY BY		SHIP VIA		F.O.B.		TERMS		
07/07/2023						NET 30		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
LUNA-ANDERSON, CAROLYN			LOVE, JACK L.			TCARSON		
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE
				22304974655003			0000240366	07/07/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$41,120.00

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

Jack Love, Procurement Specialist Senior

AUTHORIZED SIGNATURE & TITLE

PURCHASE REQUISITION NBR: 0000240366

REQUISITION BY: TCARSON

STATUS: REQ-APRVL >\$10000
REASON: CONTRACTUAL SERVICES

DATE: 7/07/23

SHIP TO LOCATION: HEALTH & HUMAN SERV DIV.

SUGGESTED VENDOR: 6558 LIFE LINK, THE

DELIVER BY DATE: 7/07/23

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	ELIZABETH PETERSON PO for The Life Link to serve as fiscal intermediary for LEAD-Santa Fe County Wellness, Housing and Community Outreach funds for FY 24. The total of the combined funds: \$41,120 inclusive of a 4% administrative fee . COSSAP funded LEAD-Santa Fe County from 223-0497-465.50.03 Cost Center. Amendment #1 to Agreement #2022-0140-CSD/MM COMMODITY: SUBCOMMOD: MISC	41120.00	EA	1.0000	41120.00	
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REQUISITION TOTAL: 41120.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	SERVICES	PROJECT	AMOUNT
1	22304974655003	CONTRACTUAL/PROFESSIONAL	100.00 %	41120.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

James R. Jones 7/13/23

FY-2024

SANTA FE COUNTY
INTERNAL PURCHASE REQUISITION (IPR)

FUND -COST CENTER-ACTIVITY:

223-0497-465.50.03

Ship To Code		DEPARTMENT / DIVISION :		Community Services/HHSD		REQUISITION NUMBER:										
HH		The Following Items to be Used On/At (Location):				REQUESTOR / REQUESTED BY:		Elizabeth Peterson								
Enter address if different than Ship To Code Address Above				VENDOR #		VENDOR INFORMATION		VENDOR INFORMATION								
SANTA FE COUNTY				6558		1st Quote (If Applicable)		2nd Quote (If Applicable)								
ATTN: Trever Carson				Name:		<i>The Life Link</i>										
SFC Community Services Dept.				Address 1:		<i>2325 Cerrillos Road</i>										
100 Catron				Address 2:												
SANTA FE, NM Enter Zip: 87501				City, State, Zip:		<i>Santa Fe, NM 87505</i>										
				Contact / Phone:		<i>Dr. Michael DeBernardi 505 438-0010</i>										
Line	DESCRIPTION			LINE ITEM	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT
No	Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.															
1	Requested By: Elizabeth Peterson				1			\$ -	1			\$ -	1			\$ -
	PO for The Life Link to serve as fiscal intermediary for LEAD-Santa Fe County Wellness, Housing and Community Outreach funds for FY 24. The total of the combined funds: \$41,120 inclusive of a 4% administrative fee .			5003	1	\$41,120.00	1	\$ 41,120.00	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
2	COSSAP funded LEAD-Santa Fe County from 223-0497-465.50.03 Cost Center.				1			\$ -	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
3	Amendment #1 to Agreement #2022-0140-CSD/MM				1			\$ -	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
4					1			\$ -	1			\$ -	1			\$ -
					1			\$ -	1			\$ -	1			\$ -
Notes / Comments:				SUBTOTAL				\$ 41,120.00					\$ -			\$ -
				SHIPPING/HANDLING												
				TAX (Services Only)												
				TOTAL CHARGES				\$ 41,120.00					\$ -			\$ -
Signature				Date		REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.				DATE SUBMITTED TO REQ CREATOR						
						Date Completed by Requestor:				Date:						
						6/25/2023										
										Creator Name:						

County of Santa Fe Purchase Order for Services – General Terms and Conditions

Interpretation: This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

Acceptance: Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

Assignment: None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

Modification/Changes: This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

Audit: The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

Governing Law: This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

Compliance with Law and County Policies and Procedures: The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

Waiver: The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

Loss in Transit and Environmental Responsibility: Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

Dangerous and Hazardous Material: Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

Inspection: Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

Shipment: Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

Shipping: Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

Invoicing: Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

Price: County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

Payment: Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

Discounts: Cash discounts will be calculated from date of receipt of acceptable invoice.

Warranties: All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

Insurance: Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

Patent/Copyright Infringement: Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

Force Majeure: Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

Termination/Cancellation: County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.