

Daniel "Danny" Mayfield  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Robert A. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

August 21, 2012

Stephanie Romero  
Project Manager  
New Mexico Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building Suite 201  
Santa Fe, New Mexico 87501

Re: 2012 STB Capital Outlay Appropriation/Ownership of Ball Park Grandstand

Dear Ms. Romero:

According to the enclosed Warranty Deed, Santa Fe County is the owner of approximately .9 acres of real property designated as Tract 1 located at the Oscar Huber Memorial Ballpark in Madrid, NM. Tract 1 is within a larger area that comprises the Ballpark and the grandstand for the Ballpark is located entirely within Tract 1. The County's acquisition of the Tract 1 included all buildings and improvements on Tract 1 which includes the grandstand facility.

Santa Fe County plans to use this appropriation to complete improvements to the overhead electric utility lines on Tract 1, improve the seating on the grandstand, construct an ADA compliant parking area, construct an ADA compliant ramp onto the grandstand, repair the stairway in the back of the grandstand, and install a cistern to catch water from the roof of the grandstand. Construction of all the improvements will take place on property owned by Santa Fe County.

Once the improvements are complete, they will be owned by Santa Fe County. The grandstand facility will continue to be available and accessible to the public. The County's use of the appropriation will be expended to improve property that belongs to Santa Fe County.

In response to your request to the County to provide evidence that the County is the owner of the property which it plans to improve with this appropriation, the following documents are provided:

1. The Real Estate Acquisition Agreement between Santa Fe County and the Madrid Landowners association, Inc. together with exhibits to that agreement, and
2. Warranty Deed 09020280 recorded March 19, 2009.

Also attached is an enlarged plat with colored overlay showing the boundary of Tract 1 and the location of the planned improvements to facilities located within Tract 1.

Please contact Project Specialist Agnes Leyba-Cruz at (505) 995-6516 if you have any questions or need further documentation or information.

Sincerely,



Katherine Miller  
Manager  
Santa Fe County

File:

Enclosures:

**REAL ESTATE ACQUISITION AGREEMENT**  
(Madrid Ballpark Grandstands)

This Purchase Agreement is made by and between THE MADRID LANDOWNERS ASSOCIATION, INC., a New Mexico nonprofit corporation, ("MLA"), and SANTA FE COUNTY, a political subdivision of the State of New Mexico ("the County"), and is effective on the date of the last signature hereto ("Effective Date").

**RECITALS**

- A. MLA owns or has the right to acquire by the Closing Date approximately 0.9 acres, more or less, in fee title, of real property, located in Santa Fe County, New Mexico, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").
- B. The County has received an appropriation, or appropriations, from the New Mexico State Legislature in the total amount of \$395,000.00 for the purpose of making renovations to the Property (the "Appropriation"), but cannot make the renovations unless it owns the Property.
- C. The County desires to acquire the Property and MLA desires to have the Property conveyed to the County on the terms and conditions set forth below.
- D. MLA's obligation to convey the Property to the County is conditioned upon MLA either acquiring the Property or gaining control over the disposition of the Property and upon MLA obtaining permission of the original grantor, Albuquerque and Cerrillos Coal Company, Inc., to the conveyance.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree to be bound as follows:

- 1. **Property Transfer.** MLA is or by Closing will be the owner of or control the disposition of the Property. The County has determined the need to acquire the Property together with all buildings and other improvements on the Property. MLA agrees to convey the property to the County, with no funds to be paid by the County for the transfer but subject to the terms and conditions set forth below.
- 2. **No Personal Property.** The parties acknowledge that no personal property is being transferred and that no personal property is located on the Property being transferred.
- 3. **Risk of Loss for Damage to Improvements.** MLA or its predecessor shall be responsible for any risk of loss prior to closing.

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4. **Conveyance Documents.** MLA shall cause title to the Property, consisting of approximately 0.9 acres of fee lands, to be transferred to the County by Warranty Deed. Title shall be transferred free and clear of liens and encumbrances, except for and subject to those matters approved by the County.
5. **Maintenance of Property after Closing.** MLA shall provide for the operations and maintenance of the property after completion of construction on the date of issuance of a certificate of occupancy, or acceptance of the completed work by the County, whichever is later, as described in the Service Agreement attached hereto and incorporated herein by reference as Exhibit B. The County agrees to proceed diligently, and in a timely manner, to utilize the Appropriation to renovate the Property as authorized by the Appropriation.
6. **Title.** MLA shall deliver a commitment (the "Commitment") for a standard owner's title insurance policy proposing to insure the County, and issued by Stewart Title ("Title Company"), along with legible copies of all underlying documents referred to therein no later than fourteen (14) days after the Effective Date. The Commitment and all matters affecting title to, or use of, the Properties shall be subject to the County's approval or disapproval in writing. If the County shall disapprove by written notice to MLA, delivered to MLA no later than fourteen (14) days after the date on which the Commitment and underlying documents are delivered to the County, care of its attorney, of any particular matter affecting title to the Property, excluding all standard exceptions which are deemed accepted by the County, MLA may, but shall not be obligated to, attempt to satisfy the objections raised by the County. If MLA determines not to satisfy the objection, the County may either terminate this Agreement or accept the Property subject to the exceptions which were objectionable. Standard exceptions 1-6 and 8 of Schedule B, Part II of the title insurance policy shall be removed at MLAs' expense.
7. **Survey and Lot Division.** MLA shall cause a lot division in order to create the Property as a separate parcel subject to the County's approval. The County shall have thirty (30) days after delivery of the proposed approved (but unrecorded) lot division plat to provide to MLA in writing any reasonable objections the County has to the survey. MLA may, but shall not be obligated to attempt to cure the objections raised by the County. If MLA determines not to satisfy the objections, the County may either terminate this Agreement or accept the Property subject to the objectionable items on the survey. The transfer of the Property is expressly conditioned on MLA obtaining all approvals required to create a legal lot of record to constitute the Property.
8. **Possession and Closing.** Closing shall be within sixty (60) days of the Effective Date, or such other date as the parties shall mutually agree to in writing. Title shall be transferred to the County on the date of Closing; provided, however, the MLA shall be entitled to continue to occupy and use the Property in a manner consistent with the MLA's historic use of the Property until such time as the

County commences the construction of the renovations to the Property contemplated under the Appropriation. The MLA's occupancy and use of the Property between the date of Closing and the date of the commencement of construction shall be conditioned upon the MLA's maintenance of insurance in the amounts and types specified in paragraph 12 of the Services Agreement, a copy of which is attached hereto as Exhibit B. Between the date of Closing and the date of commencement of construction the County shall make no use of the Property except as may be necessary to plan and stage the contemplated renovations. The County shall give no less than twenty (20) days notice in writing to the MLA of the date of the commencement of construction, and MLA shall have no right to possession and occupancy of the Property during the construction of the renovations expect as may be permitted by the County in writing, which permission shall not be unreasonably withheld.

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9. **Environmental Representations.** MLA hereby represents that, to the best of MLA's actual knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property. The County's obligation to close hereunder is expressly contingent upon the County's review and approval of a Phase I Environmental Survey of the Property, to be completed by the County at its sole expense. At closing the County shall accept the environmental and physical condition of the Property AS IS, WHERE IS and WITH ALL FAULTS.
  10. **Inspection Rights.** MLA shall permit the County to conduct such inspections of the Property as the County deems necessary to determine the condition and suitability of the Property for acquisition by the County. The County's acceptance of the Property at Closing constitutes the County's approval regarding the condition and suitability of the Property.
  11. **No Leases.** MLA represents that to the best of its knowledge there are no oral or written leases on all or any portion of the Property, except for those, if any, reflected on the Title Commitment described in paragraph 6 above.
  12. **Deed Restriction.** Santa Fe County agrees to accept the Property subject to the deed restriction that the Property be used only for the purposes of recreation and the activities of MLA.
  13. **Right of First Refusal.** In the event Santa Fe County decides to sell, transfer or convey the Property, or any portion thereof, for any reason the MLA has the right of first refusal ("Right of First Refusal") to acquire the Property to be exercised as provided in this paragraph.

A. Within three (3) days of the date on which the County enters into a contract or agreement under which it proposes to sell, transfer or convey the property, the County shall give notice to the MLA in writing regarding the material details of the proposed transaction, including the name and address of

each party to the transaction, a description of the property which is the subject of the transaction, and a description of all of the material terms of the transaction, and shall provide a copy of the contract or agreement which memorializes the terms of the transaction.

B. The MLA shall have a period of sixty (60) days from the date of receipt of said notice to acquire the property upon the same terms and conditions as set forth in the notice. In the event the MLA exercises the Right of First Refusal, said acquisition shall be closed within the period of time set forth in the proposed contract or agreement, or within one hundred twenty (120) days after the MLA gives notice of its exercise of its Right of First Refusal, whichever is later.

C. In the event the MLA fails to timely exercise its Right of First Refusal granted herein, the County shall have the right to transfer the property to the proposed transferee at the same price and upon the same terms and conditions as contained in the notice sent to the MLA by the County. If the MLA fails to timely exercise its Right of First Refusal, the County may establish this fact by executing and recording an affidavit to that effect in the real estate records of Santa Fe County, New Mexico, and any subsequent bona fide purchaser or encumbrancer for value of the property and any title insurance underwriter may conclusively rely on such affidavit as against the MLA.

D. This Right of First Refusal shall not be binding upon any transferee obtaining title to the subject property after the failure of the MLA to exercise its right when it may be entitled to do so.

E. The parties agree to execute a Memorandum of Right of First Refusal in the form of Exhibit C hereto at Closing, which shall be recorded in the office of the County Clerk of Santa Fe County, New Mexico. The duration of the Right of First Refusal shall be perpetual, or for the maximum duration permissible by law.

14. **Reversion of Title.** In the event that the funds appropriated by the New Mexico Legislature for the renovation of the Property are not spent on the Property within a reasonable time, title to the Property will revert to MLA after ninety days notice to the County and a reasonable opportunity for the County to cure. Nothing in this Agreement shall be construed to prevent the MLA from initiating any legal action it may deem necessary arising out of the County's failure to proceed with renovations within a reasonable time, including, but not limited to an action for rescission.
15. **Broker's Commission.** No broker has been used by either party in connection with this transaction.

16. **Closing Costs.** Real property taxes on the Property shall be prorated as of the Closing Date. The County and MLA will each pay one-half of the escrow charges and copy expense charged by the title company. MLA will pay the cost of the title commitment, the title policy and the premium charges for deletion of standard title policy exceptions 1-6 and 8 of Schedule B, Part II. The County will pay the fee for recording the deeds.
17. **Entire Agreement.** This Agreement shall constitute the entire contract between MLA and the County and no modification hereof shall be binding unless in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective the date of the last signature set forth below.

**BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY, NEW MEXICO**

By:   
Paul Campos, Chair

Date: \_\_\_\_\_

**Approved as to form:**

  
Stephen C. Ross  
County Attorney

**Attest:**

  
Valerie Espinoza  
County Clerk



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MADRID LANDOWNERS ASSOCIATION

By: Lisa Marie Intelandi  
Name

CHAIRPERSON  
Title

Date: 10/26/2008

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LMI

**EXHIBIT A**

Property Description

The Oscar Huber Memorial Ballpark Grandstands parcel is located in Santa Fe County, New Mexico and is more particularly described as follows:

???, as shown on the Land Division Map dated ???, 2007 and filed for record with the Santa Fe County Clerk on DATE, 2007, as Document No. ???, Plat Book 461, at Page ???.

PLEASE REFER TO ATTACHED PAGES, TITLED EXHIBIT A

G. WAWREK

ZML

**EXHIBIT "A"****DESCRIPTION OF PROPOSED TRACT 1, MADRID BALLPARK GRANDSTAND FACILITY**

A PARCEL OF LAND LOCATED WITHIN SECTION 25, TOWNSHIP 14 NORTH, RANGE 07 EAST, SANTA FE COUNTY, NEW MEXICO, BEING A PORTION OF A PARCEL OF LAND RECORDED IN THE PUBLIC RECORDS OF SANTA FE COUNTY IN BOOK 347, AT PAGE 713, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL RECORDED IN BOOK 347, AT PAGE 713, PUBLIC RECORDS OF SANTA FE COUNTY, PROCEED SOUTH 71°-40'-20" WEST FOR 139.55 FEET; THENCE, NORTH 24°-54'-07" WEST FOR 109.87 FEET; THENCE, NORTH 66°-05'-51" EAST FOR 30.38 FEET; THENCE, NORTH 73°-20'-51" EAST FOR 25.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.00 FEET, CENTRAL ANGLE OF 113°-17'-06", CHORD BEARING OF NORTH 14°-21'-17" EAST, CHORD OF 63.48 FEET, A DISTANCE OF 75.13 FEET; THENCE NORTH 42°-41'-16" WEST FOR 179.60 FEET; THENCE, NORTH 54°-31'-41" EAST FOR 5.81 FEET THENCE, NORTH 49°-08'-31" EAST FOR 52.49 FEET; THENCE, SOUTH 43°-44'-24" EAST FOR 75.15 FEET; THENCE, SOUTH 72°-19'-44" EAST FOR 92.27 FEET; THENCE, SOUTH 23°-33'-14" EAST FOR 62.08 FEET; THENCE, SOUTH 08°-03'-57" EAST FOR 169.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.858 ACRES, MORE OR LESS.

EXHIBIT B

SFC CLERK RECORDED 11/19/2008



COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss

REAL ESTATE AGREE (N/C  
 PAGES: 19

I Hereby Certify That This Instrument Was Filed for  
 Record On The 19TH Day Of November, 2008 at 02:39:49 PM  
 And Was Duly Recorded as Instrument # 1544538  
 Of The Records Of Santa Fe County

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

*LM*

**SERVICE AGREEMENT  
WITH MADRID LANDOWNERS ASSOCIATION  
FOR PLANNING, MANAGEMENT AND IMPROVEMENTS  
AT THE SANTA FE COUNTY MADRID BALLPARK GRANDSTANDS FACILITY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the **County of Santa Fe**, hereinafter referred to as the "County", and the **Madrid Landowners Association**, a New Mexico non-profit corporation in good standing, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

**General Project Description:**

This service agreement with the Contractor is intended to support management, stewardship and appropriate public use of the County owned Madrid Ballpark Grandstand Facility ("Grandstand Facility") which is part of the Oscar Huber Memorial Ballpark in the village of Madrid, Santa Fe County, New Mexico. Both parties have identified specific opportunities for mutual benefit, in consultation with interested public members, resulting in the following management objectives for the Grandstand facility:

1. To design, construct, renovate, and install appropriate facility improvements and develop on-going maintenance arrangements that will support a quality visitor experience and management of the Grandstand Facility.
2. To protect and maintain the historic character of the Grandstand Facility.
3. To safely accommodate multiple uses and community/public access to the Grandstand Facility while minimizing user conflicts and other safety hazards.
4. To support local community and business opportunities that benefit the community of Madrid and Santa Fe County, as appropriate.
5. To promote diverse experiential learning opportunities as a part of the operations of the Grandstand Facility.
6. To cooperate with adjacent land owners/managers to minimize negative impacts to neighboring landowners and promote opportunities for collaboration.
7. To sustain long-term stewardship of the Grandstand Facility and adjacent ballpark property by developing management partnerships and funding strategies that address long-term stewardship needs.

**1. SCOPE OF WORK:**

A. The Contractor shall provide the following services:

(1) Collaborate with Santa Fe County to plan an overall facility maintenance program and to implement the program with community, volunteer and County support. Key elements of the program shall include the cleaning and maintenance of the current and possible future facilities (i.e.; rest room(s), parking lot, picnic area, etc., as applicable), regular trash collection, monitoring of the Grandstand Facility, and the monitoring and minor repair of signs, fencing, and other facilities. The program shall identify key tasks, responsibilities, schedules, and a budget for maintenance activities for a 5-year period.

(2) Establish a program to recruit, train, equip and coordinate volunteers to contribute monthly to facility management priorities; including, but not limited, to facility maintenance, monitoring, and general upkeep.

(3) Participate in conservation projects to protect the Grandstand Facility and encourage community involvement when possible.

(4) Provide access to the public for use of the Grandstand Facility as determined in the maintenance plan as outlined above.

(5) Design and install interpretive signs to be placed at appropriate points as determined by the Contractor and the County that should include the following types of information:

(a) General information on the property.

(b) Visitor opportunities regarding events and activities, rules and regulations, and local contact people.

(c) Drawings, letters and photos describing the history of the site and other visitors' experiences in the facility.

(6) The Contractor will provide all professional services and labor to complete this scope of work.

(7) Acquire all permits and licenses necessary for events conducted at the Grandstand Facility.

(8) Plan, schedule, and conduct events at the Grandstand Facility for the benefit of the community.

(9) Pay all utility and associated bills for the maintenance and operation of the Grandstand Facility.

(10) Acquire all necessary insurance, including liquor liability insurance, for events held at the Grandstand Facility, with the County named as an additional insured.

B. The County shall, at its sole discretion, consult with the Madrid Landowners Association and the general public on planning, design, construction and overall maintenance of the facility.

## 2. ADDITIONAL SERVICES:

A. The parties agree that all tasks set forth in Paragraph 1, Scope of Work of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 3, Compensation and Invoicing of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time to time request changes in the 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. There will be no compensation paid under this Agreement for the services outlined above in Paragraph 1, Scope of Work, except that all proceeds and revenues generated from the events held at the Grandstand /Facility will be collected and received by the Contractor, shall be the property of the Contractor and shall be used by the Contractor in a manner consistent with the mission and by-laws of the Contractor.

B. The County shall allow Contractor to utilize the grandstand facilities for the purposes identified in paragraph 1(A) above, and shall allow Contractor to schedule events at the Grandstand Facility in its sole discretion in a manner consistent with the mission and by-laws of the Contractor, including the short term leasing of the Grandstand Facility to third parties in connection with such events. Such use will require appropriate insurance coverage for all activities undertaken by the Contractor as provided by law and any additional requirements, within reason, that may be required by Santa Fe County.

C. Per diem shall not be paid by the County under this Agreement. All costs of travel, per diem, or living expenses for the Contractor's staff shall be the sole responsibility of the Contractor.

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

E. Nothing in this service agreement shall preclude the contractor from securing outside sources of funding for facility related activities.

4. **EFFECTIVE DATE AND TERM:** This Agreement shall become effective after completion of construction on the date of the issuance of a certificate of occupancy for the Grandstand Facility, or on the date of written acceptance of the completed work by the County, whichever is later (the "Effective Date"), and shall terminate on the fourth anniversary of the Effective Date, unless terminated pursuant to Paragraph 5, TERMINATION, of this Agreement. This Agreement may be extended for a period of up to four additional years by mutual agreement of the County and the MLA.

5. **TERMINATION:**

A. **Termination of Agreement for Cause:** Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within seven (7) days after receipt of a written notice the breaching party has not corrected the breach or in the case of a breach which cannot be corrected in seven (7) days the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under law. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

6. **INDEPENDENT CONTRACTOR:** The Contractor, its agents and employees are independent contractors performing professional services for the County, and are not employees or agents of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, 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.

7. **PERSONNEL:**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. All services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

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 prior written approval of the County.

9. **SUBCONTRACTING:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

10. **INDEMNITY:** The Contractor agrees to defend, indemnify, and hold harmless the County and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited because of the specifications of any particular insurance coverage in this Agreement.

11. **RECORDS AND INSPECTIONS:**

A. The Contractor shall maintain detailed books, documents, accounting records and other evidence pertaining to services and costs incurred in providing all services identified in Paragraph 1, Scope of Work of this Agreement. Accounting books and records associated with this Agreement shall conform to generally accepted accounting principles and shall be maintained so that the County or its Fiscal Agent can validate all expenses. Other books, documents and evidence shall include but not be limited to daily work logs that provide the following information: date of work, number of employees at the job site, employee names, project start and end times per day, type and amount of work performed, equipment used in performing such work, quantity of material and supplies used and for what purpose, and identification of any unusual or extraordinary circumstances that affect the work-site or work being performed under this Agreement. The Contractor shall make such materials available at their respective offices for inspection by the County or its Fiscal Agent at all reasonable times during the Agreement period, including before and after payment, and for three (3) years from the date of final payment under this Agreement.

B. The County will not be responsible for any changes made in the Scope of Work requirements, which have not been mutually agreed upon by and between the County and the Contractor and have been incorporated as written amendments to this Agreement. Commencement of such work without prior written authorization by the County as evidenced by a written amendment to this Agreement shall be the sole financial responsibility of the Contractor.

12. **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:** The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability insurance policy with liability limits in amounts not less than \$1,050,000 single limit 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 of Santa Fe by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement. The County of Santa Fe shall be a named additional insured on the policy. Operators of all owned, non-owned,

hired automobiles, vehicles and other equipment used to support these operations both on and off work will carry liability insurance as required by the State of New Mexico.

C. **Worker's Compensation Insurance:** The Contractor shall comply with the provisions of the Worker's Compensation Act.

D. **Increase 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. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

13. **APPROPRIATIONS AND AUTHORIZATIONS:** The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor. 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 its funds are sufficient for fulfillment of this Agreement shall be final.

14. **PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the Scope of Work under this Agreement.

15. **RELEASE:** The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

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

17. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this Agreement.

18. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

19. **AMENDMENT:** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

20. **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 agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. **SEVERABILITY:** If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

22. **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, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. **EQUAL OPPORTUNITY COMPLIANCE:** Contractor agrees to abide by all Federal and State laws, rules and regulations, and local government laws and ordinances pertaining to equal opportunity. In accordance with such laws, rules and regulations, and local government laws and ordinances, Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age, disability or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the term of this Agreement, Contractor shall promptly take appropriate steps to correct these deficiencies.

24. **APPLICABLE LAW:** In providing the Scope of Work outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local government laws and ordinances. This Agreement shall be construed to be in accordance with the laws of the State of New Mexico. Any disputes that arise as a result of or related to this Agreement shall be litigated in state and federal courts located in Santa Fe County.

25. **NO THIRD-PARTY BENEFICIARIES:** This Agreement was not intended to and does not create any rights in any persons not a party hereto.

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

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

**COUNTY OF SANTA FE**

By:   
ROMAN ABEYTA  
Title: County Manager  
Date: 11/17/08

**APPROVED AS TO FORM:**

By:   
STEPHEN C. ROSS  
Title: County Attorney  
Date: \_\_\_\_\_

**ATTEST:**

  
Valerie Espinoza  
County Clerk



**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

Contract No.

SFC CLERK RECORDED < 11 / 19 / 2008 >

**CONTRACTOR:**

**MADRID LANDOWNERS ASSOCIATION**

By: Lisa Marie Interlandi  
Name: LISA MARIE INTERLANDI  
Title: President CHAIRPERSON  
Date: 10/26/2008

Federal ID No.: \_\_\_\_\_