

**NO PACKET MATERIAL FOR THIS  
ITEM**

**SPECIAL PRESENTATION**

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*

**DATE:** May 2, 2011

**TO:** Board of County Commissioners

**VIA:** Katherine Miller, County Manager

**FROM:** Chris M. Barela Constituent Services Liaison District 3

**RE:** Santa Fe County Proclamation Honoring the Town of Madrid  
With the restored Ballpark Grandstand

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**ISSUE:**

On the agenda under Matters from the Commission, is item: Proclamation to honor the Town of Madrid With The Restored Ballpark Grandstand.

**REQUEST ACTION:**

Commissioner Robert A. Anaya respectfully requests the Board of County Commissioners to proclaim May 30<sup>th</sup> as the "Opening Day" for the Madrid ballpark replica Grandstand of 1920 in Madrid, New Mexico.

*Santa Fe County Proclamation*

**HONORING THE TOWN OF MADRID WITH THE RESTORED BALLPARK GRANDSTAND**

**WHEREAS**, Memorial Day is traditionally a day in Madrid for the season’s opening baseball game between the East Mountain Riff Raff and the Madrid Miners; and

**WHEREAS**, this year will mark the 29<sup>th</sup> year for the season’s first annual baseball game and the completion of the replica baseball park grandstand; and

**WHEREAS**, the Oscar Huber Memorial Ballpark Grandstand (Grandstand) has been restored to its 1920’s glory and is believed to have been the first electrically lit ballpark west of the Mississippi; and

**WHEREAS**, Santa Fe County, the townspeople of Madrid and residents in surrounding areas are all very proud to see the completion of the new Grandstand structure, the level of quality in its construction and the consideration given to the needs of the community; and

**WHEREAS**, Santa Fe County would like to proclaim May 30, 2011, Memorial Day, as the inauguration day of the Grandstand by Santa Fe County to the Madrid Landowners Association; and

**WHEREAS**, Santa Fe County acknowledges and gives thanks to the Santa Fe County delegation and its staff for their hard work and dedication to the restoration of the baseball park Grandstand in Madrid.

**NOW THEREFORE, BE IT RESOLVED, THAT WE THE BOARD OF SANTA FE COUNTY COMMISSIONERS HEREBY PROCLAIM**

**May 30th as the “opening day” for the Madrid ballpark replica Grandstand of 1920 in Madrid, New Mexico.**

*APPROVED, ADOPTED AND PASSED, ON THIS 10<sup>th</sup> DAY OF MAY 2011.*

\_\_\_\_\_  
Virginia Vigil, Chair  
Commissioner, District 2

\_\_\_\_\_  
Liz Stefanics, Vice-Chair  
Commissioner District 5

\_\_\_\_\_  
Daniel “Danny” Mayfield,  
Commissioner, District 1

\_\_\_\_\_  
Robert A. Anaya,  
Commissioner District 3

\_\_\_\_\_  
Kathy Holian,  
Commissioner, District 4

\_\_\_\_\_  
Katherine Miller,  
County Manager

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Stephen C. Ross, County Attorney

\_\_\_\_\_  
Valerie Espinoza - County Clerk



*Santa Fe County Proclamation*

**RECOGNIZING MAY 1<sup>st</sup>- 31<sup>st</sup> AS TEEN PREGNANCY  
AWARENESS MONTH**

**WHEREAS**, the State of New Mexico recognizes teen pregnancy as a problem in need of a solution; and

**WHEREAS**, New Mexico has the 2<sup>nd</sup> highest teen birth rate in the Nation, with about 4,600 births to teens each year; and

**WHEREAS**, preventing teen pregnancy is an effective way to improve overall child and family well-being and, in particular, to reduce child poverty and out-of-wedlock childbearing; and

**WHEREAS**, reducing teen pregnancy will strengthen New Mexico's children, families, communities, and economy; and

**WHEREAS**, the "Challenge 2005" initiative resulted in an 11% drop in teen pregnancies statewide, a decrease that will continue with increased teen pregnancy prevention and outreach education; and

**WHEREAS**, the New Mexico Department of Health Family Planning Program and the New Mexico Teen Pregnancy Coalition announced a new challenge: "CHALLENGE 2010: Reduce the teen birth rate in New Mexico by 15% 2006-2011"

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Santa Fe County Commissioners hereby proclaims

*May 1- May 31, 2011 As  
"Teen Pregnancy Awareness Month"*

***APPROVED, ADOPTED AND PASSED ON THIS 10th DAY OF MAY 2011***

\_\_\_\_\_  
Virginia Vigil  
Chair, Commissioner, District 2

\_\_\_\_\_  
Liz Stefanics  
Vice-Chair, Commissioner, District 5

\_\_\_\_\_  
Daniel "Danny" Mayfield  
Commissioner, District 1

\_\_\_\_\_  
Robert A. Anaya  
Commissioner, District 3

\_\_\_\_\_  
Kathy Holian  
Commissioner, District 5

\_\_\_\_\_  
Katherine Miller  
County Manager

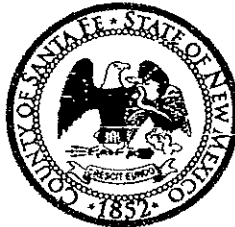
Approved to Form by Attorney Stephen Ross:  
\_\_\_\_\_

Attest by Clerk Valerie Espinoza:  
\_\_\_\_\_

Daniel "Danny" Mayfield  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Robert A. Anaya  
*Commission*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

## Santa Fe County Fire Department Memorandum

**Date:** April 7, 2011  
**To:** Santa Fe County Board of Commissioners  
**Via:** Katherine Miller, County Manager  
**From:** Kimmet Holland, Assistant Chief *KOH*  
**Re:** Proclamation for National EMS Week May 15-21, 2011

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Please place the following requests on the Board of County Commission Agenda for May 10, 2011.

- Requesting BCC approval for a Proclamation in observance of National Emergency Medical Services Week and recognizes the accomplishment of all members of the emergency medical care team, including emergency dispatchers, first responders, firefighters, law enforcement officers, emergency medical technicians, and paramedics in Santa Fe County for National EMS Week May 15-21<sup>st</sup>. (Community Services/Fire).

# *Santa Fe County*

## *EMS Week Proclamation May 15-21, 2011*

**WHEREAS**, emergency medical services personnel have increasingly become the frontline public servants in light of the horrendous incident of September 11, 2001 that forever changed the world; and

**WHEREAS**, in recognition of their dedication and commitment to serving the citizens of New Mexico and providing life-saving care 24 hours a day, seven days a week, that directly affects the citizens of Santa Fe County; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury related to traumatic injury, respiratory and cardiac arrest and many other medical emergencies; and

**WHEREAS**, emergency medical service providers have traditionally served as the safety net of our county's health care system; and

**WHEREAS**, many physicians, nurses, firefighters and emergency medical technicians in Santa Fe County have devoted their lives to serving others; and

**WHEREAS**, emergency service providers in Santa Fe County are volunteers and paid career staff who have dedicated a tremendous amount of time and effort in upgrading their training and education to provide and improve emergency medical services to our citizens; and

**WHEREAS**, the observance of Emergency Medical Services Week recognizes the accomplishment of all members of the emergency medical care team, including emergency dispatchers, first responders, firefighters, law enforcement officers, emergency medical technicians, and paramedics.

**NOW, THEREFORE, THE BOARD OF SANTA FE COUNTY  
COMMISSION HEREBY PROCLAIMS the week of May 15  
through May 21, 2011 as:**

**“Emergency Medical Services Week”**

**throughout Santa Fe County and urges all citizens to recognize and  
honor all emergency medical service providers in Santa Fe County.**

\_\_\_\_\_  
Chair, Commissioner Virginia Vigil  
District 2

\_\_\_\_\_  
Commissioner Daniel “Danny” Mayfield  
District 1

\_\_\_\_\_  
Commissioner Robert A. Anaya  
District 3

\_\_\_\_\_  
Commissioner Kathy Holian  
District 4

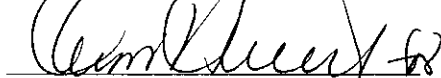
\_\_\_\_\_  
Commissioner Liz Stefanics  
District 5

\_\_\_\_\_  
Katherine Miller  
County Manager

\_\_\_\_\_  
ATTEST: Done this \_\_\_\_<sup>th</sup> day of May 2011

\_\_\_\_\_  
Valerie Espinoza, County Clerk

APPROVED AS TO FORM



\_\_\_\_\_  
Stephen C. Ross, County Attorney

Harry B. Montoya  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Michael D. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

## **MEMORANDUM**

**DATE:** May 10, 2012  
**TO:** Board of County Commissioners  
**VIA:** Katherine Miller, County Manager  
**FROM:** Jeff Trujillo, ASD Director

**RE:** Appointments:  
Elected Official Appointment to serve as board member on the New Mexico Association of Counties Workers' Compensation Pool Board

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### **ITEM:**

Under Appointments:

Elected Official Appointment to serve as board member on the New Mexico Association of Counties Workers' Compensation Pool Board

The New Mexico Association of Counties (NMAC) administers three self-insurance pools that provide coverage for member counties. NMAC and New Mexico counties collaborated and founded the Workers' Compensation pool in 1987 and the Multi-Line pool in 1989. The pools were formed to provide affordable coverage for counties when it was difficult and sometimes impossible for counties to obtain commercial insurance. The Law Enforcement pool was formed in 1995 to provide liability coverage for sheriff departments and detention centers when State Risk Management decided to no longer provide coverage

#### Workers' Compensation Pool

The Workers' Compensation Pool provides comprehensive medical and lost-time coverage for all county member employees (including temporary employees). There are currently 31 counties in the pool. NMAC handles all claims on behalf of the counties, and works closely with counties by providing extensive safety training.

The By-Laws of the New Mexico Counties Workers' Compensation Pool Board follow this memo.

New Mexico Association of Counties has expressed interest in having an elected official appointed Board. Santa Fe County Administrative Services Director Jeff Trujillo has served as a County Representative on this Board for past five years.

### **REQUEST ACTION:**

Commissioner Stefanics has volunteered to serve as the Santa Fe County Representative on the Workers' Compensation Board.



## **NEW MEXICO COUNTIES WORKERS' COMPENSATION FUND BYLAWS AND JOINT POWERS AGREEMENT**

In consideration of the mutual covenants contained herein, this agreement is made and entered into by and among New Mexico Counties which execute this agreement and become members of the New Mexico Counties' Workers' Compensation Fund, each of which hereby agrees to abide by the terms and conditions of this agreement and all actions taken pursuant to this agreement.

### **ARTICLE I**

#### **Authority**

The Joint Powers Agreements Act, 11-1-1, et seq., NMSA 1978, and the insurance and pooling law in 3-62-1 and 3-62-2, NMSA 1978, as amended, authorize these bylaws and agreement and the powers commonly held and to be jointly exercised herein by New Mexico Counties which become members of the New Mexico Counties Workers' Compensation Fund.

### **ARTICLE II Definitions**

As used herein:

- A. "Administrator" means New Mexico Association of Counties.
- B. "Board of Directors" or "Board" means the board of directors of the New Mexico Counties Workers' Compensation Fund.
- C. "Bylaws" means the Bylaws and Joint Powers Agreement for the New Mexico Counties Workers' Compensation Fund.
- D. "Director" means a director on the board.
- E. "Employee" means an employee of a member, as may be further defined by the board.
- F. "Fund" means the New Mexico Counties Workers' Compensation Fund.
- G. "Member" means a county which has become a member of the New Mexico Counties Workers' Compensation Fund.
- H. "Representative" means that person who is an elected or appointed officer or employee of a member and is appointed by a majority vote of the county commissioners to be the member's official representative for the purposes of the fund.

### ARTICLE III

#### Purposes

The purposes of these bylaws are to:

- A. Permit the members to more efficiently use their powers and resources by cooperating on a basis that will be of mutual advantage through the creation and operation of a workers' compensation fund; and
- B. Secure those workers' compensation insurance and self-insurance benefits, services, and protections for members and their employees, and risk management services related thereto, as established pursuant to these bylaws.

### ARTICLE IV

#### Effective Date and Duration

- A. These bylaws shall take effect on July 1, 1987, or upon approval by the New Mexico Secretary of Finance and Administration, whichever is later. Workers' compensation coverage shall begin on the date established pursuant to Article XII of these bylaws.
- B. The fund and these bylaws shall continue until dissolved by vote of the members pursuant to Article VII.A.3 of these bylaws. Upon dissolution, disposition of property of the fund shall be as provided in Article XV of these bylaws.

### ARTICLE V

#### Creation of Fund

To carry out the purposes of these bylaws, the New Mexico Counties Workers' Compensation Fund is hereby created. The fund is formed, financed, organized, shall operate and may be dissolved in accordance with the provisions of these bylaws and any contract between the fund and a member. The fund may sue and be sued.

### ARTICLE VI

#### Membership

- A. Membership in the fund is limited to those counties which are members in good standing of the New Mexico Association of Counties and which properly enter into these bylaws.
- B. Members may be added to the fund only upon approval of the board and subject to the conditions set out in these bylaws and such additional conditions as the board may from time to time require.
- C. All members shall remain members until withdrawn or expelled pursuant to these bylaws.

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*

**CASE NO. MIS 11-5040**

**MISCELLANEOUS**

**WILLIAM BECHER, APPLICANT**

**ORDER**

**THIS MATTER** came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on March 8, 2011, on the Application of William Becher (hereinafter referred to as "the Applicant") for approval to vacate a platted twenty-five foot drainage easement on 2.87 acres. The BCC, having reviewed the Application and supplemental materials, staff reports and conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests approval to vacate a platted twenty-five foot drainage easement located on Lot 10 of the Villa Escondida Subdivision at 47 Villa Hacienda, within Section 23, Township 17 North, Range 8 East ("Property").
2. The Property is currently vacant.
3. Article V, Section 5.7 of the Land Development Code states in part: "In approving the vacation of all or part of a final plat, the Board shall decide whether the vacation will adversely affect interests of persons on contiguous land or persons within the subdivision being vacated."

4. Evidence at the public hearing from staff and the Applicant's Engineer indicate that the vacation of the drainage easement will not adversely affect the interests of persons on contiguous property or of persons within the Valle Escondida Subdivision.

5. Staff recommends the following conditions of approval: the Applicant shall file the portion of the Final Plat affected by the vacated drainage easement on Lot 10 of the Villa Escondida Subdivision with the County Clerk's Office.

6. In support of the Application, the Applicant stated that he agrees with staff's condition.

7. No members of the public spoke in favor or in opposition to the Application.

After conducting a public hearing on the request, the Board of County Commissioners hereby approves the request to vacate a platted twenty-five foot drainage easement on property located at 47 Calle Hacienda within the Villa Escondida Subdivision based upon the Applicant complying with staff's condition as stated above.

**IT IS SO ORDERED**

This Order was approved by the Board of County Commissioners of Santa Fe County on this \_\_\_ day of April, 2011.

By: \_\_\_\_\_

Virginia Vigil, Chair

Attest: \_\_\_\_\_

Valerie Espinoza, County Clerk

Approved as to form:

A handwritten signature in black ink, appearing to read "Stephen C. Ross", written over a horizontal line.

Stephen C. Ross, County Attorney



MS. COBAU: Yes. It doesn't really matter if it were more than one side so long as they don't exceed the restriction of height from natural grade. So they're asking for a variance because they're exceeding that height requirement in the Code. It's 39'4".

MS. LUCERO: Madam Chair, if I could just clarify. Actually both sides of the house exceed the height restriction. The height restriction for each façade is 18 feet, but the overall, if it's on a slope of 15 percent or greater, the overall height from the lowest point of grade to the highest point of the structure cannot exceed 30 feet.

COMMISSIONER MAYFIELD: Thank you.

CHAIR VIGIL: Seeing no further questions, is the applicant here? Do you agree to the terms and conditions of the approval of this application?

[From the audience an individual identified as the applicant said he was in agreement.]

CHAIR VIGIL: Okay. This is a public hearing does anyone in the public want to address us? Seeing none, what is the pleasure of the Commission?

COMMISSIONER MAYFIELD: Madam Chair, I move for approval of Case #V 10-5530 with staff conditions.

COMMISSIONER HOLIAN: Second.

CHAIR VIGIL: Okay. I have a motion and a second.

**The motion passed by unanimous [5-0] voice vote.**

**XIV. A. 5. BCC Case # MIS 11-5040 William Becher Easement Vacation.  
William Becher, Applicant, Requests to Vacate a Platted  
Twenty-Five Foot (25') Wide Drainage Easement. The  
Property is Located at 47 Calle Hacienda, within Section 23,  
Township 17 North, Range 8 East, (Commission District 2)**

WAYNE DALTON (Development Review): Madam Chair, I apologize. This should actually be BCC Case #MIS 11-5040. This case does not require CDRC recommendation. This requires Board approval.

The Applicant requests approval to vacate a platted twenty-five foot drainage easement on his property located within the Villa Escondida Subdivision. The property consists of 2.87 acres and is currently vacant. The Applicant states he is requesting abandonment of the drainage easement due to the drainage easement not being needed and would like some flexibility in locating a house and driveway that will best conform with the land, his views, and his neighbors views.

Article V, Section 5.7.2 states action shall be taken at a public hearing. In approving the vacation of all or a part of a Final Plat, the Board shall decide whether the vacation will adversely affect the interests of persons on contiguous land or of persons within the subdivision being vacated. In approving the vacation of all or a portion of a Final Plat, the Board may require that roads dedicated to the County in the Final Plat continue to be dedicated to the County.

Recommendation: Staff has reviewed this application and has found the following facts to support this submittal: After conducting a site visit on the property and receiving a verification letter from the Applicant's engineer, staff has determined that the vacation of the drainage easement will not adversely affect the interests of persons on contiguous

land or of persons within the Subdivision being vacated as stipulated within Article V, Section 5.7.2. Therefore staff recommends approval of the Applicants request subject to the following condition. Madam Chair, may I enter that into the record?

[The condition is as follows:]

1. The Applicant shall file the portion of the Final Plat affected by the vacated drainage easement on Lot 10 of the Villa Escondida Subdivision with the County Clerk's Office.

CHAIR VIGIL: Are there any questions of staff?

COMMISSIONER STEFANICS: Madam Chair.

CHAIR VIGIL: You have a question?

COMMISSIONER STEFANICS: I just wanted to point out that on page 7 of the colored photos it looks like there's little tents sitting in the tree, but I'm sure that the owner is not living in it.

CHAIR VIGIL: Is the applicant here? Are you in agreement with all the terms and conditions that have been proposed here?

[From the audience an individual identified as the applicant said he was in agreement.]

CHAIR VIGIL: Okay. This is a public hearing. Would anyone like to address the public? I need to put that on the record. Seeing, hearing none, what's the pleasure of the Commission?

COMMISSIONER HOLIAN: Madam Chair.

CHAIR VIGIL: Yes.

COMMISSIONER HOLIAN: I move for approval of BCC Case #MIS 11-5040, William Becher, vacation of easement, with staff's conditions.

COMMISSIONER ANAYA: Second.

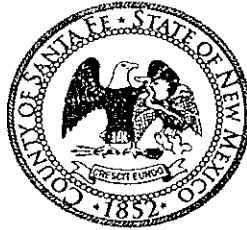
CHAIR VIGIL: I have a motion and a second.

**The motion passed by unanimous [5-0] voice vote.**

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*

## BOARD OF COUNTY COMMISSIONERS

**CASE NO. V 10-5530  
STURROCK VARIANCE  
JAMES STURROCK, APPLICANT**

### ORDER

**THIS MATTER** came before the Board of County Commissioners ("BCC") for hearing on March 8, 2011, on the Application of James Sturrock (herein after referred to as "the Applicant") for a request for three variances of the Santa Fe County Land Development Code ("Code") to construct a 3,750 sq. ft. residence on 2.849 acres: 1) to allow the height of a residence to exceed 18' feet and to allow the overall height (from highest parapet to lowest natural or finished cut grade) to exceed 30 feet; 2) to allow disturbance of slopes of 30% and greater; and 3) to allow disturbance of rock outcroppings. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted and makes the following findings of fact and conclusions of law:

1. The Applicant requests variances of Article VII, Section 3 (Terrain Management) and Article III, Section 2.3 (Site Planning Standards for Residential Use) of the "Code" regarding slope disturbance, height of building, and disturbance of rock outcroppings to allow the construction of a 3,750 square foot residence on 2.849-acres.



2. The property is located at 120 Camino del Canyon in Cundiyo, within Section 21, Township 20 North, Range 10 East
3. In support of the Application the Applicant submitted a letter of request, proof of legal lot of record, site plans, slope analysis, and building plans including elevations.
4. Article VII, Section 3.4.1.c.1.c of the Code provides that natural slopes of 30% or greater are “no build” areas and shall be set aside from use for development. The proposed lot contains some scattered areas that are less than 30% slopes. The Applicant is requesting a variance to allow disturbance of 30% slopes (approximately 9,312 sq. ft.) in order to construct a residence and to install a septic tank and drain field.
5. Article III, Section 2.3.6.b.1 of the Code states that the height of any dwelling or residential accessory structure located on land which has a natural slope of fifteen percent (15%) or greater shall not exceed eighteen feet (18’) and that the vertical distance between the highest point of a building and the lowest point of a building at natural grade or finished cut grade, whichever is lower, shall not exceed thirty feet (30’). The Applicant is proposing a maximum building height of 34’-9” and an overall building height (from highest point of building to lowest point of building at finished cut grade) of 34’-9.” The Applicant states that since the area available to build upon is very limited, it is necessary to use multiple stories to achieve the desired square footage and therefore, a height variance is needed.
6. Article VII, Section 3.4.1.c.1.a of the Code states that areas of rock outcropping are no-build areas and shall be set aside from use for development. The Applicant states that there are no apparent rock outcroppings on the surface, however, rock outcroppings have been found on neighboring properties during excavation and therefore, taking a conservative approach the Applicant is requesting a variance from this provision of the Code.

7. Article II, Section 3.1 (Variances) of the Code states, in part: “Where in the case of proposed development, it can be shown that strict compliance with the requirements of the Code would result in extraordinary hardship to the applicant because of unusual topography or other non-self-inflicted conditions or that these conditions would result in inhibiting the achievement of the purposes of the Code, an applicant may file a written request for a variance.”

8. On November 18, 2010, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the variances requested.

9. Staff recommends approval of the Application subject to conditions. The Applicant agreed to the conditions at the March 8, 2011 BCC meeting.

10. At the March 8, 2011 BCC meeting there was no one from the public present to speak in regards to this Application.

11. The subject property is a legal lot of record. The lot is limited by excessively steep terrain which makes it difficult to construct a residence that meets Code requirements. Staff has conducted a site visit and reviewed the slope analysis and has determined that there is no other buildable area on the site. It is staff’s position that the variances requested are unavoidable due to the rugged terrain and small buildable area on the property. Strict compliance with the requirements of the Code could result in extraordinary hardship to the Applicant.

12. If the Applicant were required to reduce the height of the structure he would have to increase the footprint of the residence which would increase disturbance of 30% slopes.

**WHEREFORE**, the BCC hereby **APPROVES** the Application for the three variances to construct a 3,750 sq. ft. residence on 2.849-acres **SUBJECT TO THE FOLLOWING STAFF CONDITIONS:**

- a) No grading or disturbance of ground beyond grading limits shown shall occur. Except for developable areas for building envelopes, roads, or driveways, disturbance of natural

vegetation shall be prohibited. Cleared or graded areas, or cut and fill areas shall be re-vegetated to the approximate original density and type of vegetation existing prior to disturbance.

- b) The well shall be relocated outside of the existing access/utility easement. If the required 100 foot separation from well to septic cannot be achieved due to the steep terrain, an advanced liquid waste disposal system will be required in accordance with NMED requirements.
- c) A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with application for building permit.

**IT IS SO ORDERED:**

This Order was approved by the Board of County Commissioners on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

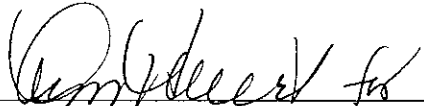
**BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

By: \_\_\_\_\_  
Virginia Vigil, Chair

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross, County Attorney

*OK*

CHAIR VIGIL: Thank you very much. What's the pleasure of the Commission?

COMMISSIONER STEFANICS: Madam Chair, I would move approval of BCC Case #MIS 11-5050.

COMMISSIONER HOLIAN: Second.

CHAIR VIGIL: I hear a second. I did forget to ask, but this is a public hearing. If there's anyone out here who would like to address us, although I imagine all the other folks are here for their case. Seeing none, I do have a motion and a second on the floor.

**The motion passed by unanimous [5-0] voice vote.**

- XIV. A. 4. CDRC Case # V 10-5530 Sturrock Variance. James Sturrock, Applicant, Request Approval of Three Variances of Article VII, Section 3 (Terrain Management) and Article III, Section 2.3 (Site Planning Standards for Residential Use) of the Land Development Code: 1) to Allow the Height of a Residence to Exceed 18 Feet and to Allow the Overall Height (From Highest Parapet to Lowest Natural or Finished Cut Grade) to Exceed 30 Feet; 2) to Allow Disturbance of Slopes of 30% and Greater; and 3) to Allow Disturbance of Rock Outcroppings. The Property is Located at 120 Camino del Canyon in Cundiyo, within Section 21, Township 20 North, Range 10 East (Commission District 1). Vicki Lucero, Case Manager**

VICKI LUCERO (Development Review): Thank you, Madam Chair. on November 18, 2010, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of this request. The subject property is an existing 2.849-acre legal lot. There is currently an existing barn, an equipment bay and a tack room located on the property, which were constructed by a previous owner. The Applicant is proposing to construct a 3,750 square foot three-story residence which includes a basement with a building footprint of approximately 1,617 square feet.

Article VII, Section 3.4.1.c.1.c of the County Land Development Code states that natural slopes of 30 percent or greater are no build areas and shall be set aside from use for development. The Applicants are requesting a variance to allow disturbance of 30 percent slopes in order to construct a residence and to install a septic tank and drain field.

Article III, Section 2.3.6.b.1 of the Code states that the height of any dwelling or residential accessory structure located on land which has a natural slope of fifteen percent or greater shall not exceed eighteen feet and that the vertical distance between the highest point of a building and the lowest point of a building at natural grade or finished cut grade, whichever is lower, shall not exceed thirty feet. The Applicants are proposing a maximum building height of 34'9" and an overall building height of 34'9." The Applicants state that since the area available to build upon is very limited it was necessary to use multiple stories to achieve the desired square footage and therefore, a height variance is needed.

Article VII, Section 3.4.1.c.1.a of the Code states that areas of rock outcropping are no-build areas and shall be set aside from use for development. The applicant states that there are no apparent rock outcroppings on the surface, however, rock outcroppings have been found on neighboring properties during excavation and therefore, taking a conservative approach the applicant is requesting a variance.

Recommendation: The Applicant is proposing a 3,750 square foot, multi-level residence. The subject property is a legal lot of record. The lot is limited by excessively steep terrain which makes it difficult to construct a residence that meets County Code Requirements. Land Use staff has conducted a site visit and reviewed the slope analysis and has determined that there is no other buildable area on the site. It is staff's position that the variances requested are unavoidable due to the rugged terrain and small buildable area on the property. Strict compliance with the requirements of the Code would result in extraordinary hardship to the Applicant as stated in Article II, Section 3.1 of the Code. Therefore, staff recommendation and the decision of the CDRC is to recommend approval of the variances of Article VII, Section 3, Terrain Management.

The Applicant is also seeking a height variance. Staff conducted a site visit and determined that the structure would not be visible from minor arterial roads. If the Applicant were required to reduce the height of the structure they would have to increase the footprint of the residence which would result in more disturbance of 30 percent slopes. Therefore, staff recommends approval of the requested variances of Article III, Section 2.3 to allow the height of the residence to exceed 18 feet and an overall height of 30 feet subject to the following conditions. Madam Chair, may I enter the conditions into the record?

1. No grading or disturbance of ground beyond grading limits shown shall occur. Except for developable areas for building envelopes, roads, or driveways, disturbance of natural vegetation shall be prohibited. Cleared or graded areas, or cut and fill areas shall be re-vegetated to the approximate original density and type of vegetation existing prior to disturbance.
2. The well shall be relocated outside of the existing access/utility easement. If the required 100 foot separation from well to septic cannot be achieved due to the steep terrain an advanced liquid waste disposal system will be required in accordance with NMED requirements.
3. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with application for building permit.

CHAIR VIGIL: There are three, correct?

MS. LUCERO: That's correct.

CHAIR VIGIL: Okay. Yes, you may.

MS. LUCERO: Thank you.

CHAIR VIGIL: Are there any questions of staff? Commissioner Stefanics, then Commissioner Holian.

COMMISSIONER STEFANICS: Thank you, Madam Chair and thank you Ms. Lucero. This might be a question for Jack or Shelley as well as you. When people, when individuals buy a lot that has terrain that has excessive sloping or excessive change in height, have we made a pattern of always granting variances or have we ever

denied or have they ever had the opportunity to go back to a title company and say, I bought something that was bad?

SHELLEY COBAU (Review Division Director): Madam Chair, Commissioner Stefanics, I'll address your question. I'd like to say that this is probably a lot that was created pre-Code. The current Code wouldn't allow the creation of a lot that didn't have a suitable buildable area. So we're not faced with that problem regularly. It's gone either way. We've had variances where the Code clearly states that if it's topographic in nature, non-self-inflicted the variance can be considered by the Commission. But it's gone either way, just depending on the lot. We've had applicants we've told to reduce the square footage of their home and we've had applicants that were granted a variance. So it's kind of gone either way.

COMMISSIONER STEFANICS: So Madam Chair, Shelley, today, somebody could still go out and buy a piece of property and think they could do something on it that's really going to have trouble with the County.

MS. COBAU: Madam Chair, Commissioner Stefanics, that's correct, and I think we just recently heard the case, the Bryan Berg Variance request that's off La Barbaria Road which is very similar in nature to this one and he had to go to some extraordinary measures and probably costly to get a home on that very steep lot, but again, it was platted pre-Code.

COMMISSIONER STEFANICS: It was platted pre-Code. So today, Madam Chair, if somebody was buying something it would be their responsibility to find out that something was – that their plat was approved for building.

MS. COBAU: Madam Chair, Commissioner Stefanics, that's correct. It's kind of buyer beware. If you buy a steep lot you've got to understand there's going to be some difficulties to overcome but I don't know if there's any kind of realistic disclosure laws that would protect people, if they could go back and talk to their title company. I don't think so. We see them with some frequency, maybe six or seven of these a year. Very similar.

COMMISSIONER STEFANICS: Thank you very much, Madam Chair.

CHAIR VIGIL: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Madam Chair. Thank you, Vicki. Has this site been reviewed by our Fire Department for access?

MS. LUCERO: Madam Chair, Commissioner Stefanics, Victoria DeVargas of the Fire Department has been out to the site a couple of times and their main concern is to actually have a fire turnaround for emergency vehicles and they've actually worked something out with the applicant to where that's going to be accomplished. That was their main concern.

COMMISSIONER HOLIAN: Great. Thank you, Vicki.

CHAIR VIGIL: Vicki, should that be a part of the condition of approval?

MS. LUCERO: Madam Chair, we don't have that as a condition of approval. If the variance is granted then that applicant go ahead with their engineering drawings and the Fire Marshal's Office will actually review the application before we issue any permits. So at that time they're going to be required to comply.

CHAIR VIGIL: So the condition of approval is that they comply with what the Fire Department says.

MS. LUCERO: Right.

CHAIR VIGIL: Thank you. Any other questions?

COMMISSIONER MAYFIELD: Madam Chair, I believe also there's a letter in here from the adjoining Boys and Girls – maybe it's not the Boys and Girl Scout Ranch where they did address the fire availability issue for fire apparatuses to go through.

MS. LUCERO: Madam Chair, Commissioner Mayfield, that's correct. The portion of the turnaround that the applicant is proposing and actually encroaches on the Boy Scouts of America property, so they got a letter or permission stating that they would be able to utilize the property for purposes of the turnaround.

COMMISSIONER MAYFIELD: But there was one condition of that letter, right?

MS. LUCERO: We do have a letter from them but I don't think –

COMMISSIONER MAYFIELD: It's the last statement in the last paragraph. The Boy Scouts of America own the land on the south of my property. They have agreed to allow Camino del Canyon be widened for emergency equipment access. They will put this in writing if I can provide them with a written statement from Santa Fe County stating that what I propose to do by widening the road will meet the County's approval and will not cause the Boy Scouts any problems from the County due to this project. So, Madam Chair, there won't be any concerns from the County as the Boy Scouts of America widen the road?

MS. LUCERO: Madam Chair, Commissioner Mayfield, that's correct. We actually did receive a letter from the Boy Scouts stating that it was okay to utilize that property for the turnaround. They've met the condition or what the applicant was proposing.

COMMISSIONER MAYFIELD: Madam Chair, do we as the County need to do a permit to the Boy Scouts also? Do they need to receive a permit from us to widen that road?

MS. LUCERO: That will be part of the grading permit when the applicant makes their submission.

COMMISSIONER MAYFIELD: Okay. They we won't have a problem approving that permit?

MS. LUCERO: No. We should be okay with that.

COMMISSIONER MAYFIELD: Thank you. And then Madam Chair, in line with Commissioner Stefanics' comments, an exhibit – and I don't know which exhibit it is. I guess it's the third page of Exhibit D, and it's NB-A10, with four elevations shown, of the northern slopes or western slopes, southern and eastern. If we look at the western slope or the eastern slope, and Madam Chair and Shelley, does our height ordinance play into the fact that, say, one side of this is meeting Code and one side of it, arguably, is that where they're asking for the variance, on the one side because of the slope?

MS. COBAU: Madam Chair, Commissioner Mayfield, that's correct. So it's the high side of the structure that's coming down on the downside of the slope, is the reason for the variance.

COMMISSIONER MAYFIELD: As long as there's one side going to a height, that's where we measure from?

MS. COBAU: Yes. It doesn't really matter if it were more than one side so long as they don't exceed the restriction of height from natural grade. So they're asking for a variance because they're exceeding that height requirement in the Code. It's 39'4".

MS. LUCERO: Madam Chair, if I could just clarify. Actually both sides of the house exceed the height restriction. The height restriction for each façade is 18 feet, but the overall, if it's on a slope of 15 percent or greater, the overall height from the lowest point of grade to the highest point of the structure cannot exceed 30 feet.

COMMISSIONER MAYFIELD: Thank you.

CHAIR VIGIL: Seeing no further questions, is the applicant here? Do you agree to the terms and conditions of the approval of this application?

[From the audience an individual identified as the applicant said he was in agreement.]

CHAIR VIGIL: Okay. This is a public hearing does anyone in the public want to address us? Seeing none, what is the pleasure of the Commission?

COMMISSIONER MAYFIELD: Madam Chair, I move for approval of Case #V 10-5530 with staff conditions.

COMMISSIONER HOLIAN: Second.

CHAIR VIGIL: Okay. I have a motion and a second.

**The motion passed by unanimous [5-0] voice vote.**

~~XIV. A. 5. **BCC Case # MIS 11-5040 William Becher Easement Vacation.**  
**William Becher, Applicant, Requests to Vacate a Platted  
Twenty-Five Foot (25') Wide Drainage Easement. The  
Property is Located at 47 Calle Hacienda, within Section 23,  
Township 17 North, Range 8 East, (Commission District 2)**~~

~~WAYNE DALTON (Development Review): Madam Chair, I apologize. This should actually be BCC Case #MIS 11-5040. This case does not require CDRC recommendation. This requires Board approval.~~

~~The Applicant requests approval to vacate a platted twenty-five foot drainage easement on his property located within the Villa Escondida Subdivision. The property consists of 2.87 acres and is currently vacant. The Applicant states he is requesting abandonment of the drainage easement due to the drainage easement not being needed and would like some flexibility in locating a house and driveway that will best conform with the land, his views, and his neighbors views.~~

~~Article V, Section 5.7.2 states action shall be taken at a public hearing. In approving the vacation of all or a part of a Final Plat, the Board shall decide whether the vacation will adversely affect the interests of persons on contiguous land or of persons within the subdivision being vacated. In approving the vacation of all or a portion of a Final Plat, the Board may require that roads dedicated to the County in the Final Plat continue to be dedicated to the County.~~

~~Recommendation: Staff has reviewed this application and has found the following facts to support this submittal: After conducting a site visit on the property and receiving a verification letter from the Applicant's engineer, staff has determined that the vacation of the drainage easement will not adversely affect the interests of persons on contiguous~~



**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*

## MEMORANDUM

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

**FROM:** Robert Martinez, Public Works Transportation Manager *RM*

**VIA:** Katherine Miller, Santa Fe County Manager

**DATE:** April 25, 2011

**SUBJECT:** Request Acceptance of Price Agreement #2011-0428-PW/TRV, a Price Agreement with Wagner for the Lease of Heavy Equipment for Santa Fe County.

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### ISSUE:

Santa Fe County Public Works Department is requesting to enter into Agreement #2011-0428-PW/TRV with Wagner Equipment Company for the lease of Heavy Equipment for Santa Fe County.

### BACKGROUND:

On January 24, 2011 four bids were received for the Lease of Heavy Equipment; Wagner Equipment Company was selected as the lowest bidder. The Leases will be for the term of three (3) years. Santa Fe County will enter into this Agreement utilizing the NMSA 1978 sec 13-1-103 Invitation for bids.

### RECOMMENDATION:

Santa Fe County Public Works Department requests award of Agreement #2011-0428-PW/TRV, Price Agreement with Wagner Equipment Company to provide leases for Motor Graders and Backhoe Loaders for Santa Fe County.

**SANTA FE COUNTY PRICE AGREEMENT**  
**FOR A CATERPILLAR 140M MOTOR GRADER**  
**and**  
**CATERPILLAR 420E BACKHOE LOADER**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County or Lessee**”) and Wagner Equipment Company, 4000 Osuna Road, NW, Albuquerque, NM, 87109, a corporation authorized to do business in the State of New Mexico(hereinafter “**Vendor or Lessor**”).

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

- A. “**County**” shall mean the County of Santa Fe, New Mexico
- B. “**Using Department or Department**” shall mean a Department of Santa Fe County.
- C. “**Purchase Order**” shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Vendor.
- D. “**Price Agreement**” means this indefinite quantity Price Agreement, also referred herein as “Lease” which required the Vendor to furnish items to the Using Department which issues a purchase order.
- E. “**Rent**” means the payment by the Lessee to Lessor of money for the lease of equipment covered by the accompanying schedule, purchase order or other Lease document.

**2. GOODS TO BE PROVIDED**

- A. **Purchase or Lease.** Attachment A of this Price Agreement is the listing of the prices for the individual items at monthly lease prices and indicates all the specifications included in the lease price for all items that are subject to this Price Agreement. All leases of the items shown on Attachment A shall be for a minimum term of 36 months.
- B. **Goods Listed on Attachment A.** The County may issue Purchase Orders for the Lease of the items listed in Attachment A. Any item ordered by the County must be a listed item on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement, shown above.
- C. **Quantities.** It is understood that this is an indefinite quantity price agreement and the County may lease any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the item when ordered.
- D. **Specifications.** The items furnished hereunder shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2010-0428-PW/TRV including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and price(s).
- E. **Delivery and Billing Instructions.**

1. The Vendor shall deliver the items in accordance with the County's instructions and delivery time of any item shall be not be longer than 26 weeks from the date of the County's request for the item(s). The Vendor shall also deliver, with the items ordered, an invoice listing the order number, price agreement number, and the serial number or other vehicle identification number for each item. Destination charges are to be included in the bid sheet product prices.
  2. Except for loss or damage directly attributable to the negligence of the Department, the Vendor shall bear all risk of loss or damage until the item(s) have been accepted by the Department.
  3. Whenever the Department does not accept any product and returns it to the Vendor, all related documentation furnished by the Vendor shall be returned also.
  4. The Vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the County.
  5. Unless otherwise agreed upon by the County, the Vendor shall be responsible for the pick-up of the returned item(s).
  6. **Time is of the essence for purposes of this Agreement.** Lessor shall make its best efforts to timely deliver requested new equipment and items to Lessee in a manner that is responsive to Lessee's equipment needs as described in the Purchase Order issued by Lessee. Lessor agrees that if a specifically requested item of heavy equipment or item is not timely available from Lessor's manufacturer or supplier, Lessor shall timely provide to Lessee heavy equipment or items that are, at minimum, equivalent in quantity and quality, as the equipment or items requested by Lessee. Lessor shall notify Lessee and deliver the equipment or items originally requested by Lessee as soon as it becomes available to Lessor. If it is necessary for Lessor to supply and deliver an equivalent item due to the unavailability of a new or other item initially requested by Lessee, Lessor will make its best efforts to deliver the requested new or other initially requested item within 26 weeks of Lessee's initial request.
- F. Delivery Tickets.** The County's purchasing document and the Vendor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and/or other correspondence in connection with the Shipments.
- G. Price.** Prices listed in Attachment A, for each item, shall be the lease price for the item.
- H. Maintenance and Care.** Lessee agrees at its own expense to maintain the Equipment in good working order, properly serviced and garaged, including performing all necessary repairs and replacements, and to return the Equipment to Lessor upon the expiration or termination hereof in the same condition as when received except for ordinary wear and tear.
- ALL REPLACEMENT PARTS SHALL BE ORIGINAL EQUIPMENT MANUFACTURERS ' PARTS. Lessee shall pay for all labor, material and parts required for the proper operation and protection of the Equipment, including expendable items such as lubrication, cable, end bits, cutting edges, anti-freeze, belts and filters. Lessee shall be responsible for any tire damage or wear beyond ordinary wear and tear. The determination of ordinary or excessive wear and tear shall be made solely by Lessor in its reasonable discretion. If the Equipment is returned to Lessor in any condition inferior to the required hereby, Lessee shall pay Lessor upon receipt of invoice, as additional rent, all charges for

cleaning, servicing, repairs and replacements necessary to restore the Equipment to the required condition

**3. PAYMENT.** All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of the item ordered shall be made at the destination. Item rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the item meets specifications and will accept the item if the item meets specifications. No payment shall be made for any item until the item has been accepted, in writing, by the Using Department. Unless otherwise agreed upon, between the Department and the Vendor within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the item. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order, unless the Using department gives notice of rejection, within the specified time period, the item will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. Rent and Late Charges.** In consideration of its rights under this Lease, Lessee shall pay Lessor as follows:
  - 1. At the conclusion of each month of possession and use after certification of the equipment, the rent amount identified in Attachment A shall be remitted to Lessor.
  - 2. Lessor shall submit a written request for payment to Lessee at the conclusion of each month of possession by Lessee of the equipment following certification of that equipment.
  - 3. Within thirty (30) days of the issuance of a written request for payment, Lessee shall tender payment for the leased equipment used by Lessee.
  - 4. In the event Lessee fails to tender payment within thirty (30) days of written request for payment, Lessee shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
  - 5. Payment under this Lease shall not foreclose the right of Lessee to recover excessive or illegal payment.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid, the payment of taxes for any money received under this Agreement shall be the Vendor's sole responsibility and must be reported under the Vendor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Vendor with written evidence of such exemption(s).

**4. TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by the parties as shown by their signatures below. The term of this Agreement shall be two (2) years.

**5. EXPIRATION OF A LEASE.** Lessor shall be solely responsible for the cost of retrieving leased equipment at the expiration of a lease period, unless termination results from Lessee's breach in which case Lessee shall be responsible for the cost of returning leased equipment to Lessor.

**6. CANCELLATION.**

- A. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement, without cost to the County, if the item fails to meet the requirements of this Price Agreement.
- B. The failure of the Vendor to perform shall create a default pursuant to this Price Agreement.
- C. The Vendor may be excused from performance under this Price Agreement if the Vendor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, unless the County shall determine that the item, to be furnished by a sub-vendor, is obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule and agreed upon pricing.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-vendors due to any of the above.
- E. The County may cancel all, or any part, of any resulting order without cost to the County if the Vendor fails to meet material provisions of the order and the Vendor shall be liable for any excess costs, incurred by the County, associated with such a default.

**7. TERMINATION.**

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County at any time, without penalty. Unless some unforeseen circumstance(s) arise, which Lessee shall document, Lessee will provide written notice to the Vendor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement shall not affect any outstanding order(s).
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that 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 thirty (30) 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 thirty (30) days, begin and proceed 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 the law.
- C. **Return of Equipment Upon Cancellation or Termination.** Termination of the Price Agreement also results in termination of the lease of any equipment in the County's possession. In the event of such early termination, as reflected in this section, Lessee shall immediately cease all use of the equipment and shall immediately make arrangements with Lessor or its designee to return the equipment to Lessor at any destination within the continental United States Designated by Lessor. Any expenses or risks associated with returning equipment to Lessor shall be borne solely by Lessee if termination was for

convenience. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted and subject to the provisions of Paragraph 2.H. of this Agreement.

**8. AMENDMENT.** Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Vendor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement shall not affect any outstanding purchase order(s) issued, by the County, prior to the effective date of the amendment mutually agreed upon.

**9. ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Lease, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed.

- A. Each such assignee will be entitled to all of Lessor's rights, however unless otherwise agreed to by Lessor and assignee, assignee shall not be obligated to perform such obligations of Lessor under this Lease.
- B. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease.
- C. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Lease b) sublet the equipment, or c) permit the equipment to be used for any purpose not permitted by this Lease.

**10. NON-COLLUSION.** In signing this Agreement, the Vendor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

**11. INSPECTION OF PLANT.** The County Purchasing Manager may inspect, at any reasonable time, the part of the Vendor's, or any sub-vendor's plant or place of business, which is related to the performance of this Price Agreement.

**12. CONDITION OF PROPOSED ITEMS.** All proposed items to be delivered under this Price Agreement are to be new and of most current production, unless otherwise specified.

**13. COMMERCIAL WARRANTY.** The Vendor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Vendor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability.

**14. ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES AND LESSOR'S WARRANTIES.** To the extent permitted and so long as no event of default has occurred and is

continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all equipment warranties provided by an manufacturer/supplier in the applicable purchase documents.

- A. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the equipment, shall upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.
- B. All equipment covered by this Lease shall conform to the specifications, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose for which leased, of best quality and workmanship and free from all defects. All equipment delivered, pursuant to this Lease, shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

**15. INSURANCE OF EQUIPMENT.** Commencing upon acceptance and continuing throughout the initial term, Lessee agrees to keep the equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.

**16. RECORDS.** During the term of this Agreement and for three years thereafter, the Vendor shall maintain detailed records pertaining to the products delivered. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

**17. APPROPRIATIONS.** The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Vendor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final.

**18. CONFLICT OF INTEREST.** The Vendor 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 any performance required under this Agreement. The Vendor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**19. APPROVAL OF VENDOR REPRESENTATIVES.** The County reserves the right to require a change in Vendor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

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

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

**22. INDEMNIFICATION.** The Vendor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Vendor, its agents, officers, employees, or sub-vendors. The Vendor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

**23. THIRD PARTY BENEFICIARY.** This Lease was not intended to and does not create any rights in any persons not a party hereto.

**24. NEW MEXICO TORT CLAIMS ACT.** No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by Lessee or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**25. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

**26. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the state or federal district courts of New Mexico, located in Santa Fe County, New Mexico.

**27. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

**28. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.



**29. SURVIVAL.** The Provisions of the following listed included paragraphs shall survive termination of this Agreement: Delivery & Billing Instructions; Status of Vendor, Commercial Warranty; Condition of Proposed Items; Record of Audit; Release; Confidentiality; Indemnification; Applicable Law; Choice of Law; Incorporation by Reference & Precedence; Invalid Term or Condition/Severability; Enforcement of Agreement; and Survival.

**30. NOTICES.** Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**To the County:**

Santa Fe County Attorney's Office  
102 Grant Avenue  
PO Box 276  
Santa Fe, NM 87504-0276  
505-986-6279 (voice)  
505-986-6362 (fax)

**To the Vendor:**

Carlos Rede  
Wagner Equipment Company  
4000 Osuna Road NW  
Albuquerque, NM 87109  
(505) 270-3030

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:**

**SANTA FE COUNTY**

\_\_\_\_\_  
Virginia Vigil, Chair  
Santa Fe Board of County Commissioners

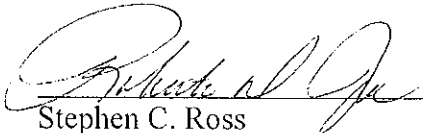
Date: \_\_\_\_\_

**ATTEST TO:**

\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

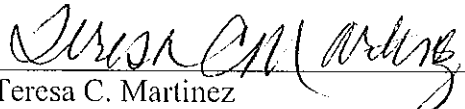
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

Date: April 21, 2011

**FINANCE DEPARTMENT APPROVAL**

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

Date: 4/22/2011

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title)

**FEDERAL TAX I.D. NUMBER:** 84-0703569

**ATTEST TO:**

\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

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

**FINANCE DEPARTMENT APPROVAL**

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

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

**VENDOR**



\_\_\_\_\_  
Signature

*CARLOS RENE - SALES*

\_\_\_\_\_  
(Print Name and Title)

**FEDERAL TAX I.D. NUMBER:** 84-0703569

# Motor Grader Specifications

## Scope:

This specification describes a variable horsepower, articulating motor grader with rear mounted ripper/scarifier.

## Engine:

EPA Approved Tier 4 in-line, six (6) cylinder diesel. Turbocharger. Variable horsepower range (one hundred eighty three (183) SAE net engine horsepower through two hundred fifteen (215) SAE net engine horsepower). Entire range at ten thousand (10,000) feet. Spin-on oil filter(s). Cold weather starting aid "quick start" or prior approved equal. Complete engine side, lockable, panels. Fuel filter and fuel/water separator. Dry type air cleaner with inner safety element. "syklone" pre-cleaner, air restriction indicator. Engine block heater. Horsepower ranges shall be within the specified ranges, no exceptions.

## Cooling System:

Liquid cooled. Maximum cooling available. Long-life or extended life coolant. Anti-freeze protection to minus thirty (30) degrees Fahrenheit. Locking lid or cap.

## Exhaust System:

Vertical exhaust and muffler system with ninety (90) or forty-five (45) degree turn out.

## Fuel System:

Maximum fuel capacity available. Fuel strainer. Locking lid or cap.

## Electrical System:

Twenty-four (24) volt starting and charging system. One hundred (100) AMP alternator. Heavy-duty, maintenance free batteries providing one thousand four hundred (1,400) CCA combined. Locking lid or covers. Master disconnect switch. Wire/install two (2) thirty (30) AMP twelve (12) volt power auxiliary outlets cigarette lighter type in the cab.

## Instrumentation:

Multi-stage electronic monitoring system for engine, electrical, hydraulics and transmission. Provide gauges for engine temperature, oil pressure and fuel level. Provide the following meters: hour meter, tachometer and voltmeter. High engine temperature and low oil pressure shall also have visual and audible warning.

## Lighting:

Stop-turn-running-warning-backup-lights. Two (2) front and two (2) rear cab work lights with two (2) rear mounted work lights. Two (2) moldboard work lights.

## Transmission:

Full power shift, single control lever. Eight (8) forward speeds and four (4) reverse speeds. Spin-on oil filter and oil cooler. No operator clutching required for direction or gear changes. Transmission neutral safety switch. Factory installed bolt-on transmission bottom guard to completely cover all exposed areas of transmission bottom.

**Rear Axles:**

Inboard planetary. Operator controlled rear axle differential lock/unlock with switch or foot operated valve, hydraulically actuated engage-able-on-the-go under full engine RPM in any gear (automatic lock/unlock not acceptable).

**Tandem Drive:**

Oscillating tandem welded box section. Sprocket drive chain in oil-tight housing. Magnetic drain plug and oil level plug. Breather.

**Front Axle:**

Oscillating front axle with left/right hydraulic power wheel lean.

**Steering:**

Two (2) cylinder, full power steering with supplemental, secondary emergency steering system that actuates in the event of engine or system failure to meet or exceed SAE J53.

**Frame Articulation:**

Hydraulic controlled frame articulation behind cab. Rear steer indicator.

**Brakes:**

To meet or exceed SAE J1473. Hydraulic or air actuated, oil-disc brake system on all four (4) rear wheels. Brakes shall be sealed and fully enclosed to allow operation in water, mud, snow and other adverse weather conditions without encountering brake fade. Parking brake engaged light with in-dash buzzer. Supplemental, secondary emergency brake system to actuate in the event of engine or system failure. Air dryer on air brakes system.

**Tires and Wheels:**

Six (6), radial tires 17.5X25 twelve (12) ply on fourteen (14) inch multi-piece wheels. Spare wheel included.

**Cab:**

Low profile or manufactures standard OSHA approved ROPS/FOPS fully enclosed, sound suppressed cab with cab filter. Tinted safety glass. Factory installed air conditioner. Hand/foot throttle. Decelerator. Electric two (2) speed windshield wipers front/rear with front/rear windshield washers. Dual windshield wipers with washes for lower cab windows. Horn. Forty thousand (40,000) BTU heater. Front/rear two (2) speed fan window defrosters. Defroster demisters for side windows. Tilt steering wheel with front/aft adjustable console or adjustable joy stick controls. Adjustable deluxe cloth suspension seat with safety belt. AM/FM radio. Interior rear view mirror. Manufacturer's standard exterior convex mirrors right/left. Exterior, heated rear view mirrors right/left west coast type. Complete rubber floor mat.

**Hydraulic System:**

Closed-center, load sensing, pressure compensating system. Fifty-four (54) gallons per minute output at two thousand (2,000) RPM. Spin-on oil filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Hydraulic reservoir with sight gauge or dipstick. Locking lid or cap.

**Control/Valves:**

Joy stick controls or Industry standard, short stroke/low effort direct acting controls and valves or electro-hydraulic controls. All hydraulic controls and functions shall be independent of each other.

**Draw Bar:**

Heavy-duty, welded steel box section(s).

**Moldboard and Cutting Edges:**

Carbide insert cutting edges. Fourteen (14) foot single piece moldboard (extensions not acceptable). Seven-eighths (7/8) inch thick. Moldboard lift accumulators. Hydraulic controlled moldboard side-shift, moldboard pitch and moldboard float. Replaceable heat treated end bits.

**Circle:**

Hardened teeth, three hundred sixty (360) degrees continuous rotation. Adjustable shoes. Hydraulic controlled circle rotation. Circle reverse slip clutch or overload relief valve.

**Saddle:**

Shall have a rotating saddle to either side that will allow ninety (90) degree and 2:1 left/right bank cutting angle. Hydraulically controlled, obtainable without leaving cab.

**Ripper/Scarifier:**

Hydraulic controlled rear mounted ripper/scarifier with full set of ripper shanks and scarifier teeth.

**Front Counter Weights:**

Manufacturer's standard to offset rear ripper/scarifier.

**Rear Hitch:**

Manufacturer's standard rear hitch with pin.

**Operating Weight:**

Thirty nine thousand five hundred (39,500) pounds as specified.

**Toolbox:**

Manufacturer's standard, lockable metal toolbox.

**Paint:**

Primer and paint at factory with factory standard color.

**Tie Down Points:**

Minimum of eight (8) manufacturer's standard designated tie down points. Labeled with the lettering "tie down point".

**Safety Lighting System:**

Two (2) oval amber/blue led strobes mounted in metal enclosed housings at rear left/right (location to be determined by user) wired and fused separately to a heavy-duty switch.

**Led Light Bar:**

“Federal Signal” (high-lighter led 4543015-00003) amber front read rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

**Backup Alarm:**

Single sound level, one hundred twelve (112) decibels “PRECO” (380) or approved equal.

**SMV:**

Provide slow moving vehicle (SMV) sign at rear.

**Grab Handles/Steps:**

Easy access grab handles and steps to enter and exit cab.

# Bid Sheet I Motor Grader

Please indicate if the specification requested is included in the base price amount by circling the word "Included". If a specification needs to be added or can be deleted include the cost and specify if it is an addition or deletion by circling the appropriate selection. **DO NOT** include the additions or deletions in the base price amount as these will be options Santa Fe County will choose from.

EPA Approved Tier 4 in-line, six (6) cylinder diesel.  
Turbocharger. Variable horsepower range  
(one hundred eighty three (183) SAE net engine  
horsepower through two hundred fifteen (215) SAE  
net engine horsepower). Entire range at ten thousand  
(10,000) feet. Spin-on oil filter(s). Cold weather starting  
aid "quick start" or prior approved equal. Complete engine  
side, lockable, panels. Fuel filter and fuel/water separator.  
Dry type air cleaner with inner safety element. "Sy-klone"  
pre-cleaner, air restriction indicator. Engine block heater.  
Horsepower ranges shall be within the specified ranges,  
no exceptions.

BASE \$ 2,398.<sup>00</sup>/mo.

MAKE CATERPILLAR

MODEL 140M

Cooling System: Liquid cooled. Maximum cooling available.  
Long-life or extended life coolant. Anti-freeze protection to  
Minus thirty (30) degrees Fahrenheit. Locking lid or cap.

Included/Add/Delete \_\_\_\_\_

Exhaust System: Vertical exhaust and muffler system with  
ninety (90) or forty-five (45) degree turn out.

Included/Add/Delete \_\_\_\_\_

Fuel System: Maximum fuel capacity available. Fuel strainer.  
Locking lid or cap.

Included/Add/Delete \_\_\_\_\_



Electrical System: Twenty-four (24) volt starting and charging system. One hundred (100) AMP alternator. Heavy-duty, maintenance free batteries providing one thousand four hundred (1,400) CCA combined. Locking lid or covers. Master disconnect switch. Wire/install two (2) thirty (30) AMP twelve (12) volt power auxiliary outlets cigarette lighter type in the cab.

Included/Add/Delete \_\_\_\_\_

Instrumentation: Multi-stage electronic monitoring system for engine, electrical, hydraulics and transmission. Provide gauges for engine temperature, oil pressure and fuel level. Provide the following meters: hour meter, tachometer and voltmeter. High engine temperature and low oil pressure shall also have visual and audible warning.

Included/Add/Delete \_\_\_\_\_

Lighting: Stop-turn-running-warning-backup-lights. Two (2) front and two (2) rear cab work lights with two (2) rear mounted work lights. Two (2) moldboard work lights.

Included/Add/Delete \_\_\_\_\_

Transmission: Full power shift, single control lever. Eight (8) forward speeds and four (4) reverse speeds. Spin-on oil filter and oil cooler. No operator clutching required for direction or gear changes. Transmission neutral safety switch. Factory installed bolt-on transmission bottom guard to completely cover all exposed areas of transmission bottom.

Included/Add/Delete \_\_\_\_\_

Rear Axles: Inboard planetary. Operator controlled rear axle differential lock/unlock with switch or foot operated valve, hydraulically actuated engage-able-on-the-go under full engine RPM in any gear (automatic lock/unlock not acceptable).

Included/Add/Delete \_\_\_\_\_

Tandem Drive: Oscillating tandem welded box section. Sprocket drive chain in oil-tight housing. Magnetic drain plug and oil level plug. Breather.

Included/Add/Delete \_\_\_\_\_

Front Axle: Oscillating front axle with left/right hydraulic power wheel lean.

Included/Add/Delete \_\_\_\_\_

Steering: Two (2) cylinder, full power steering with supplemental, secondary emergency steering system that actuates in the event of engine or system failure to meet or exceed SAE J53.

~~Included~~/Add/Delete \_\_\_\_\_

Frame Articulation: Hydraulic controlled frame articulation behind cab. Rear steer indicator.

~~Included~~/Add/Delete \_\_\_\_\_

Brakes: To meet or exceed SAE J1473. Hydraulic or air actuated, oil-disc brake system on all four (4) rear wheels. Brakes shall be sealed and fully enclosed to allow operation in water, mud, snow and other adverse weather conditions without encountering brake fade. Parking brake engaged light with in-dash buzzer. Supplemental, secondary emergency brake system to actuate in the event of engine or system failure. Air dryer on air brakes system.

~~Included~~/Add/Delete \_\_\_\_\_

Tires and Wheels: Six (6), radial tires 17.5X25 twelve (12) ply on fourteen (14) inch multi-piece wheels. Spare wheel included.

~~Included~~/Add/Delete \_\_\_\_\_

Cab: Low profile or manufactures standard OSHA approved ROPS/FOPS fully enclosed, sound suppressed cab with cab filter. Tinted safety glass. Factory installed air conditioner. Hand/foot throttle. Decelerator. Electric two (2) speed windshield wipers front/rear with front/rear windshield washers. Dual windshield wipers with washes for lower cab windows. Horn. Forty thousand (40,000) BTU heater. Front/rear two (2) speed fan window defrosters. Defroster demisters for side windows. Tilt steering wheel with front/aft adjustable console or adjustable joy stick controls. Adjustable deluxe cloth suspension seat with safety belt. AM/FM radio. Interior rear view mirror. Manufacturer's standard exterior convex mirrors right/left. Exterior, heated rear view mirrors right/left west coast type. Complete rubber floor mat.

~~Included~~/Add/Delete \_\_\_\_\_

Hydraulic System: Closed-center, load sensing, pressure compensating system. Fifty-four (54) gallons per minute output at two thousand (2,000) RPM. Spin-on oil filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Hydraulic reservoir with sight gauge or dipstick. Locking lid or cap.

~~Included~~/Add/Delete \_\_\_\_\_

Control/Valves: Joy stick controls or Industry standard, short stroke/low effort direct acting controls and valves or electro-hydraulic controls. All hydraulic controls and functions shall be independent of each other.

**Included/**Add/Delete \_\_\_\_\_

Draw Bar: Heavy-duty, welded steel box section(s).

**Included/**Add/Delete \_\_\_\_\_

Moldboard and Cutting Edges: Carbide insert cutting edges. Fourteen (14) foot single piece moldboard (extensions not acceptable). Seven-eighths (7/8) inch thick. Moldboard lift accumulators. Hydraulic controlled moldboard side-shift, moldboard pitch and moldboard float. Replaceable heat treated end bits.

**Included/**Add/Delete \_\_\_\_\_

Circle: Hardened teeth, tree hundred sixty (360) degrees continuous rotation. Adjustable shoes. Hydraulic controlled circle rotation. Circle reverse slip clutch or overload relief valve.

**Included/**Add/Delete \_\_\_\_\_

Saddle: Shall have a rotating saddle to either side that will allow ninety (90) degree and 2:1 left/right bank cutting angle. Hydraulically controlled, obtainable without leaving cab.

**Included/**Add/Delete \_\_\_\_\_

Ripper/Scarifier: Hydraulic controlled rear mounted ripper/scarifier with full set of ripper shanks and scarifier teeth.

**Included/**Add/Delete \_\_\_\_\_

Front Counter Weights: Manufacturer's standard to offset rear ripper/scarifier.

**Included/**Add/Delete \_\_\_\_\_

Rear Hitch: Manufacturer's standard rear hitch with pin.

**Included/**Add/Delete \_\_\_\_\_

Operating Weight: Thirty nine thousand five hundred (39,500) pounds as specified.

**Included/**Add/Delete \_\_\_\_\_

Toolbox: Manufacturer's standard, lockable metal toolbox.

**Included/**Add/Delete \_\_\_\_\_

Paint: Primer and paint at factory with factory standard color.

**Included/**Add/Delete \_\_\_\_\_

Tie Down Points: Minimum of eight (8) manufacturer's standard designated tie down points. Labeled with the lettering "tie down point".

Included/Add/Delete \_\_\_\_\_

Safety Lighting System: Two (2) oval amber/blue led strobes mounted in metal enclosed housings at rear left/right (location to be determined by user) wired and fused separately to a heavy-duty switch.

Included/Add/Delete \$ 650.00

Led Light Bar: "Federal Signal" (high-lighter led 4543015-00003) amber front read rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Included/Add/Delete \$ 700.00

Backup Alarm: Single sound level, one hundred twelve (112) decibels "PRECO" (380) or approved equal.

Included/Add/Delete \_\_\_\_\_

SMV: Provide slow moving vehicle (SMV) sign at rear.

Included/Add/Delete \_\_\_\_\_

Grab Handles/Steps: Easy access grab handles and steps to enter and exit cab.

Included/Add/Delete \_\_\_\_\_

## Backhoe Loader Specifications

### Scope:

This specification describes a Four Wheel Drive, Backhoe Loader with extendable dipper.

### Engine:

EPA approved Tier 4 certified, diesel, electronic fuel injection, factory installed turbocharged (altitude compensator not acceptable). Ninety-one (91) SAE net engine horsepower at rated rpm. Dual stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid "quick start" or equal. Engine block heater.

### Hood:

Tilting hood (lockable).

### Exhaust:

Vertical exhaust and muffler system with ninety (90 degree turn out).

### Cooling:

Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

### Transmission:

4-speed, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter.

### Fuel Tank:

Minimum thirty gallon (30). Locking lid or cap.

### Steering:

Full power, hydrostatic.

### Front Axle:

Oscillating, four-wheel drive engaged/disengaged from cab.

### Front Drive Shaft:

Manufacturer's standard with drive shaft guard.

### Rear Axle:

Heavy-duty axle with cab controlled differential lock/unlock.

### Brakes:

Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake, spring applied, hydraulic release.

### Ride Control:

In cab select ride control.

**Electrical System:**

Twelve (12)-volt starting and charging system. Ninety (90) amp alternator. Two (2) eight hundred and fifty (850) cca battery with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch.

**Lighting:**

Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights.

**Throttle:**

Foot and hand lever control with infinite settings with electronic control.

**Tires:**

Manufacturer's standard front and rear, traction lug-type.

**Hydraulics:**

Thirty-eight (38) gallons per minute backhoe flow. Twenty-eight (28) gallons per minute loader flow. Reservoir with sight gauge (anti-vandalism protection). Spin-on hydraulic filter. Hydraulic oil cooler.

**Instrumentation:**

Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

**Cab:**

Fully enclosed ROPS-FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun Visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders. Coat hook. Horn, dual switched front and rear. AM/FM Stereo system.

**Fenders:**

Manufacturer's standard rear fenders.

**Counterweights:**

Manufacturer's recommended front-end counterweights for safe and efficient operation with extendable dipper stick.

**Operating Weight:**

Sixteen thousand nine hundred (16,900) pounds as specified

\*\*\*\*\***Front End Loader**\*\*\*\*\*

**Controls:**

Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

**Loader Bucket:**

Heavy-duty general purpose bucket, bolt-on cutting edge. Three (3) lifting eyes or hooks.

**Loader Arms:**

Heavy-duty manufacturer's standard with safety prop.

\*\*\*\*\***Backhoe**\*\*\*\*\*

**Controls:**

2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

**Backhoe Bucket:**

Twenty-four (24) inch sever-duty. Complete with rock teeth and lifting eye or hook.

**Extendible Dipper Stick:**

Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

**Boom:**

Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

**Stabilizers:**

Anti-drift, reversible pads for dirt and street.

**Toolbox:**

Manufacturer's standard lockable toolbox.

**Paint:**

Prime and paint at factory with factory standard color.

**Backup Alarm:**

Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "PRECO" (45a) or prior approved equal.

**Slow moving vehicle emblem (SMV):**

Slow moving vehicle (SMV) emblem at rear.

**Led Light Bar:**

“Federal signal” (high-lighter led 4543015-00003) amber front red rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

**Grab Handles/Steps:**

Cab access grab handles and steps for entering and exiting cab.

**Tie Down Points:**

Minimum of four (4) designated tie down points with visual labeling, designed to accommodate chains with five-eighths (5/8) inch hooks.



## Bid Sheet II Backhoe Loader

Please indicate if the specification requested is included in the base price amount by circling the word "Included". If a specification needs to be added or can be deleted include the cost and specify if it is an addition or deletion by circling the appropriate selection. **DO NOT** include the additions or deletions in the base price amount as these will be options Santa Fe County will choose from.

EPA approved Tier 4 certified, diesel, electronic fuel injection, factory installed turbocharged (altitude compensator not acceptable). Ninety-one (91) SAE net engine horsepower at rated rpm. Dual stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid "quick start" or equal. Engine block heater.

BASE \$1,170.<sup>00</sup>/mo.

MAKE CATERPILLAR

MODEL 420E

Hood: Tilting hood (lockable).

Included/Add/Delete \_\_\_\_\_

Exhaust: Vertical exhaust and muffler system, with ninety (90) degree turn out.

Included/Add/Delete \_\_\_\_\_

Cooling: Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

Included/Add/Delete \_\_\_\_\_

Transmission: 4-speed, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter.

Included/Add/Delete \_\_\_\_\_

Fuel Tank: Minimum thirty gallon (30). Locking lid or cap.

Included/Add/Delete \_\_\_\_\_

Steering: Full power, hydrostatic.

Included/Add/Delete \_\_\_\_\_

Front Axle: Oscillating, four-wheel drive engaged/disengaged from cab.

Included/Add/Delete \_\_\_\_\_

Front Drive Shaft: Manufacturer's standard with drive shaft guard.

Included/Add/Delete \_\_\_\_\_

Rear Axle: Heavy-duty axle with cab controlled differential lock/unlock.

Included/Add/Delete \_\_\_\_\_

Brakes: Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake, spring applied, hydraulic release.

Included/Add/Delete \_\_\_\_\_

Ride Control: In cab select ride control.

Included/Add/Delete \_\_\_\_\_

Electrical System: Twelve (12)-volt starting and charging system. Ninety (90) amp alternator. Two (2) eight hundred and fifty (850) cca battery, with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch.

Included/Add/Delete \_\_\_\_\_

Lighting: Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights.

Included/Add/Delete \_\_\_\_\_

Throttle: Foot and hand lever control with infinite settings with electronic control.

Included/Add/Delete \_\_\_\_\_

Tires: Manufacturer's standard front and rear, traction lug-type.

Included/Add/Delete \_\_\_\_\_

Hydraulics: Thirty-eight (38) gallons per minute backhoe flow. Twenty-eight (28) gallons per minute loader flow. Reservoir with sight gauge (anti-vandalism protection). Spin-on hydraulic filter. Hydraulic oil cooler.

Included/Add/Delete \_\_\_\_\_

Instrumentation: Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

Included/Add/Delete \_\_\_\_\_

Cab: Fully enclosed ROPS-FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun Visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders. Coat hook. Horn, dual switched front and rear. AM/FM Stereo system.

Included/Add/Delete \_\_\_\_\_

Fenders: Manufacturer's standard rear fenders.

Included/Add/Delete \_\_\_\_\_

Counterweights: Manufacturer's recommended front-end counterweights for safe and efficient operation with extendable dipper stick.

Included/Add/Delete \_\_\_\_\_

Operating Weight: Sixteen thousand nine hundred (16,900) pounds as specified.

Included/Add/Delete \_\_\_\_\_

\*\*\*\*\***Front End Loader**\*\*\*\*\*

Controls: Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

Included/Add/Delete \_\_\_\_\_

Loader Bucket: Heavy-duty general purpose bucket, bolt-on cutting edge. Three (3) lifting eyes or hooks.

Included/Add/Delete \_\_\_\_\_

Loader Arms: Heavy-duty manufacturer's standard with safety prop.

Included/Add/Delete \_\_\_\_\_

\*\*\*\*\*Backhoe\*\*\*\*\*

Controls: 2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

Included/Add/Delete \_\_\_\_\_

Backhoe Bucket: Twenty-four (24) inch sever-duty. Complete with rock teeth and lifting eye or hook.

Included/Add/Delete \_\_\_\_\_

Extendible Dipper Stick: Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

Included/Add/Delete \_\_\_\_\_

Boom: Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

Included/Add/Delete \_\_\_\_\_

Stablizers: Anti-drift, reversible pads for dirt and street.

Included/Add/Delete \_\_\_\_\_

Toolbox: Manufacturer's standard lockable toolbox.

Included/Add/Delete \_\_\_\_\_

Paint: Prime and paint at factory with factory standard color.

Included/Add/Delete \_\_\_\_\_

Backup Alarm: Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "PRECO" (45a) or prior approved equal.

Included/Add/Delete \_\_\_\_\_

Slow moving vehicle emblem (SMV): Slow moving vehicle (SMV) emblem at rear.

Included/Add/Delete \_\_\_\_\_

Led Light Bar: "Federal signal" (high-lighter led 4543015-00003) amber front red rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Included/Add/Delete \$ 706.00

Grab Handles/Steps: Cab access grab handles and steps for entering and exiting cab.

Included/Add/Delete \_\_\_\_\_

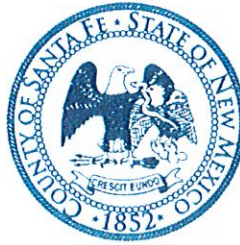
Tie Down Points: Minimum of four (4) designated tie down point, with visual labeling, designed to accommodate chains with five-eighths (5/8) inch hooks.

Included/Add/Delete \_\_\_\_\_

**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Virginia Vigil**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Elizabeth Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## Memorandum

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

**From:** Penny Ellis-Green, Deputy County Manager

**Date:** April 15, 2011

**Re:** *Request Approval of An Award of Price Agreement #2011-0177-A MG/MS Stenography and Transcription Services to a responsible bidder, Wordswork, for county-wide services (Multiple Source Award) (County Manager's Office)*

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### **ISSUE:**

The Santa Fe County Manager's Office along with various County department requests authorization to award an Agreement to Wordsworks in response to IFB #2011-0177-MG/MS Stenography and Transcription Services (Price Agreement)

### **BACKGROUND:**

The intent of the solicitation was to procure stenography and transcription services for the Board of County Commission and other county boards such as the Lodgers Tax Advisory Board, Fire Chiefs Association, Health Policy & Planning Commission, Indigent Hospital and Healthcare Board, DWI Planning Council, and the Housing Authority Board of Commissioners amongst other boards who utilize these services on a regular basis.

The Santa Fe County Purchasing Division solicited an Invitation for Bid (IFB). Advertisements were run in the Santa Fe New Mexican and the Albuquerque Journal. A total of three (3) stenography and transcription contractors submitted bids. Bids were received from the following firms:

Wordworks  
Jo Ann's Secretarial Services

Alternative Communication Services

### **RECOMMENDATION:**

The Santa Fe County Manager's Office requests authorization and approval to enter into contract #2011-0177-MG/MS with Wordsworks as one of the lowest responsible bidder for a Santa Fe

County Price Agreement. Purchase Orders will be provided by different departments at various times throughout the year.

**SANTA FE COUNTY PRICE AGREEMENT  
FOR STENOGRAPHY AND TRANSCRIPTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County**”) and Karen Farrell *d/b/a* Wordswork, 453 Cerrillos Road #B, Santa Fe, NM, 87501, authorized to do business in the State of New Mexico, (hereinafter “**Contractor**”).

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

- A. “**County**” shall mean the County of Santa Fe, New Mexico
- B. “**Using Department or Department**” shall mean a Department, Commission or Board of Santa Fe County.
- C. “**Purchase Order**” shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the services and deliverables to be provided by Contractor.
- D. “**Price Agreement**” means this indefinite quantity Price Agreement which requires the Contractor to provide stenography and transcription services to a Using Department which issues a Purchase Order.
- E. “**Price**” means the fixed hourly rates and prices paid by the County and its Departments for stenography, transcription services and deliverables as described in Attachment A.

**2. GOODS TO BE PROVIDED**

- A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor’s services and deliverables. Attachment A also indicates all the specifications included in the prices for all services and items that are subject to this Price Agreement.
- B. **Services Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the services and deliverables listed in Attachment A. Any item ordered by the County must be a listed service or deliverable on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement, shown above.
- C. **Quantities.** It is understood that this is an indefinite quantity price agreement and the County may purchase any quantity of the services listed on Attachment A on an “as needed basis.” No guarantee or warranty is made or implied that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the item when ordered.
- D. **Specifications.** The items furnished hereunder shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2011-0177-MG/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and prices.
- E. **Delivery and Billing Instructions.**
  - 1. The Contractor shall deliver the items in accordance with the County’s instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and Price Agreement number.



2. Whenever the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, shall be the prices for services and deliverables.

**3. PAYMENT.** All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meets specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted, in writing, by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the service or deliverables. Unless the Using department gives notice of rejection, within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within twenty (20) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid, the payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

**4. TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date.

**5. CANCELLATION.**

- A. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement, without cost to the County, if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement.
- C. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to

be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs, incurred by the County, associated with such a default.

**6. TERMINATION.**

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County at any time, without penalty. Unless some unforeseen circumstance(s) arise, which County shall document, County will provide written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement shall not affect any outstanding order(s).
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that 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 thirty (30) 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 thirty (30) days, begin and proceed 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 the law.

**7. AMENDMENT.** Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment mutually agreed upon.

**8. ASSIGNMENT.** Contractor shall not sell, assign, pledge, transfer, or otherwise convey its interest in this Agreement.

**9. NON-COLLUSION.** In signing this Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

**10. RECORDS.** During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the products delivered. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

**19. 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 \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

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

**20. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

**21. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

**22. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

**23. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

**24. SURVIVAL.** The Provisions of the following listed included paragraphs shall survive termination of this Agreement: Delivery & Billing Instructions; Status of Vendor, Commercial Warranty; Condition of Proposed Items; Record of Audit; Release; Confidentiality;

Indemnification; Applicable Law; Choice of Law; Incorporation by Reference & Precedence; Invalid Term or Condition/Severability; Enforcement of Agreement; and Survival.

**25. NOTICES.** Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**To the County:**  
Santa Fe County Manager  
102 Grant Avenue  
PO Box 276  
Santa Fe, NM 87504-0276

**To the Contractor:**  
Karen Farrell *d/b/a* Wordswork  
453 Cerrillos Road #B  
Santa Fe, NM 87501

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:**

**SANTA FE COUNTY**

\_\_\_\_\_  
Virginia Vigil, Chair  
Santa Fe Board of County Commissioners


\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, Santa Fe County Clerk


\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL**

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

5/2/2011  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

April 28, 2011  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**FEDERAL TAX I.D. NUMBER:** 568-72-5204

## SCOPE OF WORK

Various Board Meetings of Santa Fe County government must be transcribed and therefore the County requires Stenography and Transcription Services. The various meetings requiring these services include, but are not limited to, the Lodgers Tax Advisory Board, Board of County Commission, and the Fire Chiefs Board.

### **Description of Services**

The selected Bidder(s) shall be required to provide, at a minimum:

1. Accurate, real-time and word-for-word transcription of the proceedings, preparation of minutes of each meeting, and transcription.
2. The necessary industry standard stenographic equipment, cables, software, computer, and personnel trained in stenography with additional specialized training to provide the instant verbatim of the spoken word into English text.
3. Transcript which must accurately reflect the full and complete transcribed verbatim record encompassing a record, verbatim, of everything spoken or presented during the meeting(s).
4. Identification of speakers.
5. Set-up time and stand-by time to be included at no additional cost or included within the proposed hourly rate.
6. Provide a substitute or replacement to ensure that the meetings are properly recorded and the minutes prepared in the event that the Bidder(s) is unable to attend the meeting.
7. Administering oaths.

The Bidder(s) shall maintain the steno-based services for the real-time verbatim translation level of accuracy at no less than 98.6 percent accuracy at the average rate between 225 to 250 words per minute. The transcribed record shall provide a 100% record of everything spoken during a session.

### **Required Deliverables**

The selected Bidder(s) will be required to provide at a minimum:

One hard copy plus one electronic copy (Microsoft Word format) of each transcript or minutes. The Bidder(s) shall be required to provide the deliverables to the County or Department no later than seven (7) days from the date of the meeting.

All minutes will be subject to review by the respective departments or boards.

### **Meetings**

The meetings for the Boards and Councils may last anywhere from two (2) to three (3) hours and transcription time averages from six (6) to seven (7) hours each.

### **Meeting Locations**

The meetings may take place anywhere within Santa Fe County at the designated office/building. Mileage to and from the meeting location will be the responsibility of the Bidder as well as the time spent traveling to and from the meeting.

**Advance Notice**

The Bidder will provide at least twenty-four (24) hour advance notice if the Bidder is unable to make a schedule meeting.

The County will provide twenty-four (24) advance notice in the event a meeting is cancelled. The County will provide as much notice as is feasible of special or emergency meetings.

**Direct Purchases**

All purchases generated under the anticipated Agreement shall be made directly by the using Department to the selected Bidder(s). The County does not guarantee any specific quantities or number of deliveries that will be made during the term of this Agreement.

The Agreement will be awarded to the lowest responsible Bidder(s) whose bid meets the minimum requirements.

**Bidder Qualifications/Minimum Requirements**

Bidders must provide the hourly rate in their bids that will be charged for the desired services. The hourly rate should include all possible costs incurred by the bidder in providing the desired services, including travel time, and any other miscellaneous expenses as seen fit by the bidder. The hourly rate will be the rate used for the services performed by the Bidder(s) for any of the various meetings mentioned throughout this IFB.

Bidders must identify the preferred advance of notice for scheduling services for meetings (24 hours, 48 hours, 1 week, etc.).

Bidders must have experience in providing real-time captioning and transcription services for a minimum of two previous clients.

Bidders must include the names, organizations, and telephone information of a minimum of two clients that can verify the Bidder's experience as stated above.

**BID SHEET****STENOGRAPHY AND TRANSCRIPTION SERVICES**

All blanks have been filled in, Bid Sheet is attached to the completed Invitation to Bid (IFB) #2011-0177-MG/MS and is returned herewith.

NAME OF COMPANY: WORDSWORK

Please provide the hourly rate your firm will charge the County and it's Departments for Stenography and Transcription services for the following meetings. Contractor's hourly rate shall include all labor costs, tools, equipment, materials, overhead, profit, insurance and any fees necessary to perform the work called for in the scope of work. The County reserves the right to acquire stenography and transcriptions services from the awarded Bidder(s) for other County meetings not stated below.

- The Lodgers Tax Advisory Board for the Finance Department meets the fourth (4<sup>th</sup>) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Fire Chiefs Association for the County Fire Department meets the fourth (4<sup>th</sup>) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Santa Fe County Commission meetings held twice a month the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of every month. The duration of time for these meetings may vary from 2 to 10 hours.
- Health Policy & Planning Commission meetings held once a month, first (1<sup>st</sup>) Friday of the month. The duration of time for these meetings may last up to three and a half (3 ½) hours.
- Indigent Hospital and Healthcare Board meetings held once a month on Tuesdays. The duration of time for these meetings may last up to one and a half (1 ½) hours.
- DWI Planning Council meetings are held once a month, second (2<sup>nd</sup>) Thursday of the month. The duration of the meetings is for two (2) hours.
- Housing Authority Board of Commissioners meetings held once a month on Tuesdays. The duration of the meetings are half (1/2) hour.
- County Development Review Committee meetings held once a month on Thursdays. The duration of the meeting varies and may last be up to six (6) hours.



In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following hourly rate for stenography and transcription services for Santa Fe County:

Hourly Rate: \$ 38.85/100

Written in Words: Thirty-eight dollars and eighty-five cents.

Preferred Advanced Notice for Scheduling of Services: 40 hours

References:

Jane Clifford, Executive Assistant – PERA  
476-9305

Virginia Castellano, Grants Administrator – DCA  
827-6490

**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Virginia Vigil**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Elizabeth Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## Memorandum

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

**From:** Penny Ellis-Green, Deputy County Manager

**Date:** April 15, 2011

**Re:** *Request Approval of An Award of Price Agreement #2011-0177-B MG/MS Stenography and Transcription Services to a responsible bidder, Jo Ann's Secretarial Services, for county-wide services (Multiple Source Award) (County Manager's Office)*

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### ISSUE:

The Santa Fe County Manager's Office along with various County department requests authorization to award an Agreement to Jo Anne's Secretarial Services in response to IFB #2011-0177-MG/MS Stenography and Transcription Services (Price Agreement)

### BACKGROUND:

The intent of the solicitation was to procure stenography and transcription services for the Board of County Commission and other county boards such as the Lodgers Tax Advisory Board, Fire Chiefs Association, Health Policy & Planning Commission, Indigent Hospital and Healthcare Board, DWI Planning Council, and the Housing Authority Board of Commissioners amongst other boards who utilize these services on a regular basis.

The Santa Fe County Purchasing Division solicited an Invitation for Bid (IFB). Advertisements were run in the Santa Fe New Mexican and the Albuquerque Journal. A total of three (3) stenography and transcription contractors submitted bids. Bids were received from the following firms:

Wordworks  
Jo Ann's Secretarial Services

Alternative Communication Services

### RECOMMENDATION:

The Santa Fe County Manager's Office requests authorization and approval to enter into contract #2011-0177-MG/MS with Wordworks as one of the lowest responsible bidders for a Santa Fe County Price Agreement. Purchase Orders will be provided by different departments at various times throughout the year.

**SANTA FE COUNTY PRICE AGREEMENT  
FOR STENOGRAPHY AND TRANSCRIPTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County**”) and Jo Ann G. Valdez, *d/b/a* Jo Ann’s Secretarial Services, P.O. Box 1046, Pecos, NM 87552, authorized to do business in the State of New Mexico, (hereinafter “**Contractor**”).

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

- A. “**County**” shall mean the County of Santa Fe, New Mexico
- B. “**Using Department or Department**” shall mean a Department, Commission or Board of Santa Fe County.
- C. “**Purchase Order**” shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the services and deliverables to be provided by Contractor.
- D. “**Price Agreement**” means this indefinite quantity Price Agreement which requires the Contractor to provide stenography and transcription services to a Using Department which issues a Purchase Order.
- E. “**Price**” means the fixed hourly rates and prices paid by the County and its Departments for stenography, transcription services and deliverables as described in Attachment A.

**2. GOODS TO BE PROVIDED**

- A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor’s services and deliverables. Attachment A also indicates all the specifications included in the prices for all services and items that are subject to this Price Agreement.
- B. **Services Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the services and deliverables listed in Attachment A. Any item ordered by the County must be a listed service or deliverable on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement, shown above.
- C. **Quantities.** It is understood that this is an indefinite quantity price agreement and the County may purchase any quantity of the services listed on Attachment A on an “as needed basis.” No guarantee or warranty is made or implied that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the item when ordered.
- D. **Specifications.** The items furnished hereunder shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2011-0177-MG/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and prices.
- E. **Delivery and Billing Instructions.**
  - 1. The Contractor shall deliver the items in accordance with the County’s instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and Price Agreement number.

2. Whenever the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, shall be the prices for services and deliverables.

**3. PAYMENT.** All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meets specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted, in writing, by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the service or deliverables. Unless the Using department gives notice of rejection, within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within twenty (20) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid, the payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

**4. TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date.

**5. CANCELLATION.**

- A. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement, without cost to the County, if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement.
- C. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to

be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs, incurred by the County, associated with such a default.

**6. TERMINATION.**

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County at any time, without penalty. Unless some unforeseen circumstance(s) arise, which County shall document, County will provide written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement shall not affect any outstanding order(s).
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that 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 thirty (30) 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 thirty (30) days, begin and proceed 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 the law.

**7. AMENDMENT.** Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment mutually agreed upon.

**8. ASSIGNMENT.** Contractor shall not sell, assign, pledge, transfer, or otherwise convey its interest in this Agreement.

**9. NON-COLLUSION.** In signing this Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

**10. RECORDS.** During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the products delivered. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

**11. APPROPRIATIONS.** The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**12. 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 any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES.** The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

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

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

**16. INDEMNIFICATION.** The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

**17. THIRD PARTY BENEFICIARY.** This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

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

**19. 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 \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

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

**20. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

**21. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

**22. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

**23. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

**24. SURVIVAL.** The Provisions of the following listed included paragraphs shall survive termination of this Agreement: Delivery & Billing Instructions; Status of Vendor, Commercial Warranty; Condition of Proposed Items; Record of Audit; Release; Confidentiality;

Indemnification; Applicable Law; Choice of Law; Incorporation by Reference & Precedence; Invalid Term or Condition/Severability; Enforcement of Agreement; and Survival.

**25. NOTICES.** Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**To the County:**  
Santa Fe County Manager  
102 Grant Avenue  
PO Box 276  
Santa Fe, NM 87504-0276

**To the Contractor:**  
Jo Ann G. Valdez *d/b/a* Jo Ann's Secretarial Services  
P.O. Box 1046  
Pecos, NM 87552

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:**

**SANTA FE COUNTY**

\_\_\_\_\_  
Virginia Vigil, Chair  
Santa Fe Board of County Commissioners

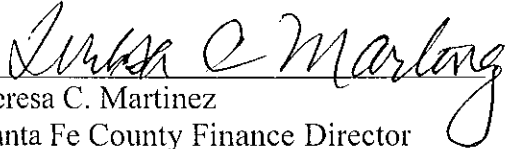
\_\_\_\_\_  
Date

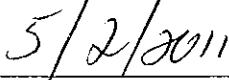
**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, Santa Fe County Clerk

\_\_\_\_\_  
Date

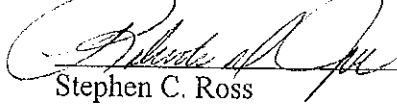
**FINANCE DEPARTMENT APPROVAL**

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

  
\_\_\_\_\_  
Date

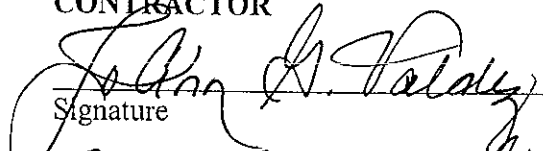


**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

4/28/11  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Signature  
JoAnn G. VALDEZ, stenographer  
Print Name and Title

4/28/11  
Date

**FEDERAL TAX I.D. NUMBER:** 525-21-0756

## **SCOPE OF WORK**

Various Board Meetings of Santa Fe County government must be transcribed and therefore the County requires Stenography and Transcription Services. The various meetings requiring these services include, but are not limited to, the Lodgers Tax Advisory Board, Board of County Commission, and the Fire Chiefs Board.

### **Description of Services**

The selected Bidder(s) shall be required to provide, at a minimum:

1. Accurate, real-time and word-for-word transcription of the proceedings, preparation of minutes of each meeting, and transcription.
2. The necessary industry standard stenographic equipment, cables, software, computer, and personnel trained in stenography with additional specialized training to provide the instant verbatim of the spoken word into English text.
3. Transcript which must accurately reflect the full and complete transcribed verbatim record encompassing a record, verbatim, of everything spoken or presented during the meeting(s).
4. Identification of speakers.
5. Set-up time and stand-by time to be included at no additional cost or included within the proposed hourly rate.
6. Provide a substitute or replacement to ensure that the meetings are properly recorded and the minutes prepared in the event that the Bidder(s) is unable to attend the meeting.
7. Administering oaths.

The Bidder(s) shall maintain the steno-based services for the real-time verbatim translation level of accuracy at no less than 98.6 percent accuracy at the average rate between 225 to 250 words per minute. The transcribed record shall provide a 100% record of everything spoken during a session.

### **Required Deliverables**

The selected Bidder(s) will be required to provide at a minimum:

One hard copy plus one electronic copy (Microsoft Word format) of each transcript or minutes. The Bidder(s) shall be required to provide the deliverables to the County or Department no later than seven (7) days from the date of the meeting.

All minutes will be subject to review by the respective departments or boards.

### **Meetings**

The meetings for the Boards and Councils may last anywhere from two (2) to three (3) hours and transcription time averages from six (6) to seven (7) hours each.

### **Meeting Locations**

The meetings may take place anywhere within Santa Fe County at the designated office/building. Mileage to and from the meeting location will be the responsibility of the Bidder as well as the time spent traveling to and from the meeting.

## **ATTACHMENT A**

**Advance Notice**

The Bidder will provide at least twenty-four (24) hour advance notice if the Bidder is unable to make a schedule meeting.

The County will provide twenty-four (24) advance notice in the event a meeting is cancelled. The County will provide as much notice as is feasible of special or emergency meetings.

**Direct Purchases**

All purchases generated under the anticipated Agreement shall be made directly by the using Department to the selected Bidder(s). The County does not guarantee any specific quantities or number of deliveries that will be made during the term of this Agreement.

The Agreement will be awarded to the lowest responsible Bidder(s) whose bid meets the minimum requirements.

**Bidder Qualifications/Minimum Requirements**

Bidders must provide the hourly rate in their bids that will be charged for the desired services. The hourly rate should include all possible costs incurred by the bidder in providing the desired services, including travel time, and any other miscellaneous expenses as seen fit by the bidder. The hourly rate will be the rate used for the services performed by the Bidder(s) for any of the various meetings mentioned throughout this IFB.

Bidders must identify the preferred advance of notice for scheduling services for meetings (24 hours, 48 hours, 1 week, etc.).

Bidders must have experience in providing real-time captioning and transcription services for a minimum of two previous clients.

Bidders must include the names, organizations, and telephone information of a minimum of two clients that can verify the Bidder's experience as stated above.

**BID SHEET****STENOGRAPHY AND TRANSCRIPTION SERVICES**

All blanks have been filled in, Bid Sheet is attached to the completed Invitation to Bid (IFB) #2011-0177-MG/MS and is returned herewith.

NAME OF COMPANY: *J. Ann's Secretarial Services*

Please provide the hourly rate your firm will charge the County and it's Departments for Stenography and Transcription services for the following meetings. Contractor's hourly rate shall include all labor costs, tools, equipment, materials, overhead, profit, insurance and any fees necessary to perform the work called for in the scope of work. The County reserves the right to acquire stenography and transcriptions services from the awarded Bidder(s) for other County meetings not stated below.

- The Lodgers Tax Advisory Board for the Finance Department meets the fourth (4<sup>th</sup>) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Fire Chiefs Association for the County Fire Department meets the fourth (4<sup>th</sup>) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Santa Fe County Commission meetings held twice a month the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of every month. The duration of time for these meetings may vary from 2 to 10 hours.
- Health Policy & Planning Commission meetings held once a month, first (1<sup>st</sup>) Friday of the month. The duration of time for these meetings may last up to three and a half (3 ½) hours.
- Indigent Hospital and Healthcare Board meetings held once a month on Tuesdays. The duration of time for these meetings may last up to one and a half (1 ½) hours.
- DWI Planning Council meetings are held once a month, second (2<sup>nd</sup>) Thursday of the month. The duration of the meetings is for two (2) hours.
- Housing Authority Board of Commissioners meetings held once a month on Tuesdays. The duration of the meetings are half (1/2) hour.
- County Development Review Committee meetings held once a month on Thursdays. The duration of the meeting varies and may last be up to six (6) hours.

**ATTACHMENT A**

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following hourly rate for stenography and transcription services for Santa Fe County:

Hourly Rate: \$30<sup>-</sup>

Written in Words: Thirty dollars

Preferred Advanced Notice for Scheduling of Services: 7 days

## Memorandum

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

**From** : Steve Shepherd  
SF County Health & Human Services Division

**Date** : May 2, 2011

**Subject** : Resolution 2011-\_\_\_\_\_ to ratify the Deputy County Manager's signature of Amendment #1 of a Memorandum Of Agreement between Santa Fe County and the NM Department Of Health that constitutes a language change and budget increase of \$ 83,519 for the United Way Project Launch Program.

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### Issue:

The Deputy County Manager signed Amendment #1 to Memorandum of Agreement (MOA) #2011-0075-HHSD/VO between Santa Fe County and the New Mexico Department of Health (NMDOH) that makes language changes and increases the budget by \$ 83,519 for operation and funding the United Way Project Launch Program. The signature of the contract needs to be ratified by resolution of the Board of County Commissioners.

### Background:

Santa Fe County was asked by the New Mexico Department of Health to participate in a federal grant for "Project Launch" as the required local partner of the state entity (NMDOH). The grant is used to replicate a program that was developed by the United Way of Santa Fe County in another location in Santa Fe. The program was known as the "Agua Fria Children's Zone Project; it is now known as the Santa Fe Children's Project. Professional Service Agreements were approved by the BCC for federal fiscal years 2009, 2010, 2011 in the amount of \$ 732,674, \$ 733,000, and \$ 733,000 respectively.

This Amendment makes changes to the Scope of Work to accommodate the funding increase from NMDOH. The Amendment increases the program budget by \$ 83,519 due to available federal carryover funding from federal fiscal year 2010. This is a federal grant that is expected to continue for one to two more fiscal years in an amount around \$ 733,000, assuming money is available on the federal level.

The reason that a resolution to ratify the Amendment is necessary, is that during the week of April 18-24, 2011 we began to take a new Amendment #1 through the

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**SANTA FE COUNTY**  
**Resolution No. 2011-**

**A RESOLUTION TO RATIFY THE DEPUTY COUNTY MANAGER'S SIGNATURE OF  
AMENDMENT #1 TO AGREEMENT BETWEEN SANTA FE COUNTY AND THE  
NEW MEXICO DEPARTMENT OF HEALTH FOR THE UNITED WAY PROJECT  
LAUNCH PROGRAM**

**WHEREAS**, Santa Fe County was asked by the New Mexico Department of Health (NMDOH) to participate in a federal grant for "Project Launch" as the required local partner of the state entity;

**WHEREAS**, the grant is used to replicate the "Agua Fria Children's Zone Project" that was developed by the United Way of Santa Fe County, and is now known as the "Santa Fe Children's Project";

**WHEREAS**, Professional Service Agreements were approved by the Santa Fe County Board of County Commissioners for federal fiscal years 2009, 2010 and 2011 in the amount of \$732,674, \$733,000 and \$733,000 respectively;

**WHEREAS**, in April 2011 Santa Fe County was notified that federal carryover funding from federal fiscal year 2010 in the amount of \$83,519 became available;

**WHEREAS**, on April 22, 2011 Santa Fe County was notified that a signed Amendment changing the Scope of Work to accommodate the funding increase from NMDOH must be received by April 30, 2011 in order for United Way to receive the funding; and

**WHEREAS**, there was not sufficient time to get the required Amendment approved by the Board of County Commissioner before the deadline, therefore the Deputy County Manager signed the document.

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of Santa Fe County that Amendment #1 to Memorandum of Agreement #2011-0075-HHSD/VO between Santa Fe County and NMDOH previously signed by the Deputy County Manager, increasing funding for "Project Launch" by \$83,519, is hereby ratified.

PASSED, APPROVED AND ADOPTED THIS 10<sup>th</sup> day of May, 2011.

BOARD OF COUNTY COMMISSIONERS

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Virginia Vigil, Chair

ATTEST:

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Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

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Stephen C. Ross, County Attorney







Memorandum of Agreement #00000000000000000000000012536 A1  
Santa Fe County

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed \$816,519.00 (as set forth in Paragraph A) including gross receipts tax. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article II, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed

All other articles of this Memorandum of Agreement remain the same.

New Mexico Department of Health

Santa Fe County

By: \_\_\_\_\_  
Catherine D. Torres, M.D.  
Cabinet Secretary

By: [Signature]

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

Date: 4/29/11

By: \_\_\_\_\_  
Office of General Counsel  
for legal sufficiency

By: [Signature]

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

Date: 4/28/2011

Approved as to form  
Santa Fe County Attorney

By: [Signature]  
Date: April 28, 2011

**Harry B. Montoya**  
*Commissioner, District 1*

**Virgina Vigil**  
*Commissioner, District 2*

**Michael D. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## MEMORANDUM

**Date:** May 10, 2011

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

**From:** Agnes Lopez, Projects Specialist, Community Services Department

**Via:** Joseph Gutierrez, Director, Community Services Department  
Paul Olafson, Division Director, Community Projects

**Re:** Request approval of a Resolution to carry forward funds from FY2010 for the Santa Fe Fairgrounds in the amount of \$25,171.12

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### **Background:**

Santa Fe County received State Grant 09-L-G-3602 in the amount of \$81,154.54 as reimbursement for existing encumbrances for the Santa Fe County Fairgrounds. One of those encumbrances was a purchase order for the architect that designed the Annex Building for the Fairgrounds. The purchase order had a remaining balance of \$25,171.12 for construction administration services during construction of the building. The construction of the Annex Building has been delayed due to lack of funds therefore the purchase order was liquidated.

Staff requested and received permission from the State Department of Finance to use the remaining funds of \$25,171.12 for other improvements to the Fairgrounds site. Staff will be using the funds for equipment and parking lot striping at the Fairgrounds

### **Action Requested:**

The Community Services Department is requesting an increase to fund (318) to budget prior year funds for the Santa Fe County Fairgrounds in the amount of \$25,171.12.

# SANTA FE COUNTY

## RESOLUTION 2011 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on May 10, 2011, did request the following budget adjustment:

Department / Division: Community Services Dept/Community Projects Fund Name: State Special Appropriations Fund (318)

Budget Adjustment Type: Budget Increase Fiscal Year: 2011 (July 1, 2010 - June 30, 2011)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0759	371	9000	State/Other	25,171.12	
<b>TOTAL (if SUBTOTAL, check here)</b>						

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0759	481	8001	Buildings & Structures	25,171.12	
<b>TOTAL (if SUBTOTAL, check here)</b>						

Requesting Department Approval: [Signature] Title: Mayor Date: 4/20/11  
 Finance Department Approval: [Signature] Date: 5/2/11 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2011 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Agnes Lopez Dept/Div: CSD/Community Projects Phone No.: 995-6516

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

The County received state grants (09-L-G-3601) to plan, design and make capital improvements to the Santa Fe County Fairgrounds. CSD staff used the funds to hire an architect to design an Annex Building for the operation and administration of Fairgrounds staff and to oversee the construction of the facility. The design is complete however the building will not be bid out in the near future due to lack of funds. Staff has therefore liquidated the remaining amount on the architect's purchase order that was to pay for construction oversight. Staff has received permission from the Department of Finance and Administration at the state to use the liquidated funds for other purposes. Staff is requesting that the prior year funds be budgeted in the FY11 fiscal year for additional improvements to the Fairgrounds site.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8001	Santa Fe County Fairgrounds sign and facility improvements	25,171.12

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2011 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Agnes Lopez Dept/Div: CSD/Community Projects Phone No.: 995-6516

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES X NO \_\_\_\_\_  
If YES, cite statute and attach a copy.

Laws of 2009 Chapter 128, Section 445, Eighty-One Thousand One Hundred Fifty-Four and 54/100 Dollars (\$81,154.54). The unexpended balance of the appropriation to the local government division in Subsection 622 of Section 68 of Chapter 42 of Laws 2007 for a covered arena at the fairgrounds in Santa Fe county shall not be expended for the original purpose but is changed to acquire land for, plan, design, construct, purchase, equip, furnish, install and make site and infrastructure improvements to the fairgrounds in Santa Fe County.

- b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

Grant 09-L-G-3601  
\$81,154.54

Project Expiration Date: 30-June-11

- c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

**SANTA FE COUNTY**

**RESOLUTION 2011 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 10<sup>th</sup> Day of May, 2011.

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Virginia Vigil, Chairperson

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, County Clerk





# Memo

To: Board of County Commissioners  
From: Darlene Vigil, Affordable Housing Administrator  
CC: Jack Kolkmeier, Growth Management  
Robert Griego, Planning Manager  
Date: 4/28/2011

Re: Request Approval of Ordinance 2011-\_\_ An Ordinance Authorizing Santa Fe County to provide Housing assistance grants for repair or replacement of an existing roof pursuant to Section 14 Article IX of the New Mexico Constitution, the New Mexico Affordable Housing Act, the New Mexico Mortgage Finance Authority Affordable Housing Act Rules and the Santa Fe County Affordable Housing Plan 2009; establishing eligibility criteria, an application process, and calling for the development of Regulations implementing the Ordinance.

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## BACKGROUND

Ordinance 2011-\_\_, the "Affordable Housing Roof Repair and Replacement Ordinance;" also known as the Happy Roofs Program, would authorize the Affordable Housing Administrator to use the Affordable Housing Fund to address the substandard housing conditions of low to moderate income homeowners residing within the unincorporated areas of Santa Fe County.

Pursuant to Ordinance 2006-02, as amended, the Affordable Housing fund was established to enable Santa Fe County to support Affordable Housing within Santa Fe County, which includes the cost of owning affordable housing. While necessary for health and safety, roof repair and replacement can be an expense that is beyond the resources of low to moderate income households.

If approved, the Happy Roofs program will provide financial assistance, in the form of a Housing Assistance Grant, to make repairs or to replace a roof that poses health and safety hazards for the occupants of a Qualifying Residence. The sum of the assistance will not exceed Ten Thousand dollars (\$10,000) and any funds awarded will be secured by a mortgage or lien.

The mortgage or lien will only be due if the homeowner sells, transfers or no longer resides in the home as a primary residence prior to the termination of an affordability period. The affordability period is 5 years, which meets the legal standards established by the NM MFA, and

protects the County's donation to ensure the home continues to be owned and used by a low to moderate income household.

This Ordinance may be enacted under the authority of Section 14 Art. IX of the New Mexico Constitution, the NM Affordable Housing Act, the NM MFA Rules and is consistent with the County's Affordable Housing Plan, which was approved by the New Mexico Mortgage Finance Authority on September 4, 2009.

RECOMMENDATIONS:

Staff respectfully recommends the Santa Fe Board of County Commissioners grant approval of Ordinance 2011-\_\_ authorizing Santa Fe County to provide qualifying individuals funding for the repair or replacement of an existing roof of a qualifying residence.

SANTA FE COUNTY, NEW MEXICO

ORDINANCE NO. 2011-\_\_\_\_\_

AN ORDINANCE AUTHORIZING SANTA FE COUNTY TO PROVIDE HOUSING ASSISTANCE GRANTS FOR REPAIR OR REPLACEMENT OF AN EXISTING ROOF PURSUANT TO ARTICLE IX SECTION 14 OF THE NEW MEXICO CONSTITUTION AND THE NEW MEXICO AFFORDABLE HOUSING ACT, ESTABLISHING ELIGIBILITY CRITERIA, AN APPLICATION PROCESS, AND CALLING FOR THE DEVELOPMENT OF REGULATIONS IMPLEMENTING THE ORDINANCE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY:

**Section One. Short Title:** This Ordinance may be cited as the “Affordable Housing Roof Repair and Replacement Ordinance;” also known as the Happy Roofs Program.

**Section Two. Statutory Authority:** This Ordinance is enacted under the authority of Subsection E and F of Section 14 of Article IX of the New Mexico Constitution, the New Mexico Affordable Housing Act, Section 6-27-1 NMSA 1978 *et seq.*, the New Mexico Mortgage Finance Authority Affordable Housing Act Rules and is consistent with the rehabilitation and energy efficiency initiatives included in the Santa Fe County Affordable Housing Plan 2009 to address substandard housing conditions of low to moderate income homeowners residing within Santa Fe County.

**Section Three. Scope:** This Ordinance shall apply within the unincorporated areas of Santa Fe County.

**Section Four. Definitions:**

A. “Administrator” means the Affordable Housing Administrator and shall have the meaning assigned in Santa Fe County Ordinance No. 2006-02.

B. “Affordability Period” means the duration of the Affordability Period, which shall comply with the long-term affordability restriction requirements of the NM MFA Rules.

C. “Applicant” means an individual who applies for assistance to repair or replace an existing roof.

D. “Area Median Income” (AMI) means the median income for the Santa Fe Metropolitan Statistical Area as adjusted for various household sizes and published and revised periodically by the U.S. Department of Housing and Urban Development (HUD).

E. “Assistance” is a Housing Assistance Grant issued under authority of this Ordinance

F. "Final Inspection Report" means a report certifying that the repaired or replaced roof has passed inspection by the State of New Mexico Construction Industries Division and meets the requirements defined in the Regulations. The final inspection report shall be prepared by the county, the county's designee, or a contractor to the federal weatherization assistance program.

G. "Housing Assistance Grant" shall have the meaning assigned in the Affordable Housing Act and the NM MFA rules.

H. "Initial Inspection Report" means a report to verify that the proposed roof repair or replacement roof is necessary as defined in the regulations. The Initial Inspection Report shall be prepared by the county, the county's designee, or a contractor to the federal weatherization assistance program.

I. "Low Income Household" means households whose income does not exceed 80% of the Area Median Income, adjusted for household size.

J. "MFA Rules" means the New Mexico Mortgage Finance Authority Affordable Housing Act Rules adopted by the New Mexico Mortgage Finance Authority's Board of Directors.

K. "Moderate Income Household" means households whose income does not exceed 120% of the Area Median Income, adjusted for household size.

L. "Qualifying Grantee" means a person of low or moderate income who is qualified to receive assistance pursuant to the Act, NM MFA Rules, Ordinance 2011-\_\_\_\_ and is approved by the administrator.

M. "Qualifying Residence" means a residential single-family house within the unincorporated areas of Santa Fe County.

N. "The Act" means the New Mexico Affordable Housing Act, Section 6-27-1 NMSA 1978, *et seq.*

O. "Regulations" means the regulations adopted and amended by the Board of County Commissioners of Santa Fe County to carry out the provisions of the Affordable Housing Roof Repair and Replacement Ordinance.

P. "Relation by blood or marriage within the third degree" includes spouse, domestic partner, parent, mother-in-law, father-in-law, step-parent, children, domestic partner children, son-in-law, daughter-in-law, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, great-grandchild, and great-grandparent.

## **Section Five. General Provisions:**

A. The Administrator may provide Assistance to a Qualifying Grantee to pay the cost or a portion of the cost of the repair or replacement of an existing roof.

- B. To be eligible to receive Assistance an applicant shall:
- (1) submit a completed application to the Administrator;
  - (2) qualify as a Low or Moderate Income Household;
  - (3) own a Qualifying Residence; and
  - (4) occupy the Qualifying Residence as a primary residence.

C. A Housing Assistance Grant shall not exceed the sum of ten-thousand dollars (\$10,000). The amount of the Assistance shall be determined by the Administrator.

D. Prior to approval of Assistance the Administrator must receive, in writing, an Initial Inspection Report.

E. Prior to disbursement of Assistance the Administrator shall receive a Final Inspection Report.

- F. In accordance with the Act, MFA Rules and this Ordinance:
- (1) Assistance shall be secured by a mortgage or lien on the real estate for which the Housing Assistance Grant was issued in the amount of Assistance for the duration of the Affordability Period; and
  - (2) the Qualifying Grantee shall agree in writing to maintain the Qualifying Residence as their primary residence for the duration of the Affordability Period.

G. The mortgage or lien shall only be due if prior to the termination of the Affordability Period the Qualifying Grantee:

- (1) sells the Qualifying Residence;
- (2) transfers title of the Qualifying Residence;
- (3) refinances the Qualifying Residence; or
- (4) fails to occupy the Qualifying Residence as a primary residence.

(5) Upon any such conveyance, the Administrator may recapture the Housing Assistance Grant on a pro-rated basis as determined in Regulations and as permitted by law may recover any reasonable attorney fees and costs incurred in enforcing the provisions of the Ordinance.

H. The mortgage or lien shall be in the form prescribed by the county attorney and shall be duly executed and recorded in the office of the Santa Fe County Clerk prior to the commencement of any work contemplated under this Ordinance.

I. Assistance issued pursuant to this Ordinance shall be made directly to the person or business that completed the roof repair or replacement.

J. Notwithstanding any other provision of the Ordinance, the property may be transferred subject to the mortgage or lien if the transfer is to a person or family relation who has low or moderate income, as established by MFA and covenants and promises in writing to

maintain the property as the transferee's principal residence for the remainder of the Affordability Period and otherwise to comply with and assume all the terms and conditions of the applicable agreement or the transfer is the result of the death of the qualifying grantee and the transfer is by devise or operation of law to the Qualifying Grantees relation by blood or marriage within the third degree, in which case the transfer will cause an immediate termination of the Affordability Period. The Administrator reserves the right to deny approval of a request to assume or transfer the mortgage or lien.

K. No individual may receive more than one Housing Assistance Grant under this Ordinance and no Qualifying Residence may benefit from more than one award of Assistance under this Ordinance.

L. Individuals who have received Affordable Housing Assistance under Santa Fe County Ordinance 2009-14 shall not be eligible for Assistance under this Ordinance.

M. Applicants approved for Assistance will receive certification from the Administrator. The certification shall be valid for six months after which a person shall be required to update the application and be reapproved. The Administrator, in his or her discretion, may request additional information.

N. Pursuant to NM MFA Rules, the long-term Affordability Period for Housing Assistance Grants awarded under this Ordinance (\$1 to \$10,000) shall be for a period of five years.

**Section Six. Application Process:**

A. The application shall be made on a form approved by the Administrator. The Administrator, in his or her discretion, may request additional information.

B. If the Administrator determines that the application is complete and the applicant meets the qualifications as defined by this Ordinance and the Regulations, the Administrator may approve the Housing Assistance Grant.

C. The Administrator shall provide a copy of the decision and relevant documents to the applicant and when applicable to a contractor to the federal weatherization assistance program to conform to the New Mexico Mortgage Finance Authority weatherization program.

**Section Seven. Regulations:**

A. The Affordable Housing Roof Repair and Replacement Regulations shall be adopted and amended by resolution of the Board of County Commissioners.

B. The Regulations shall include the following:

(1) application requirements to ensure that a Qualifying Grantee meets the requirements of the Act, this Ordinance and the Regulations promulgated pursuant to the Ordinance at the time of the award;

- (2) a form application;
- (3) the requirements for verification of an applicant's income level;
- (4) procedures to review and process an application for Assistance;
- (5) the process and requirements for an initial inspection prior to approval of a Housing Assistance Grant;
- (6) timetable for reviewing and awarding a Housing Assistance Grant;
- (7) certificate of approval and Qualifying Grantee's acceptance form; and
- (8) the process and requirements for a final inspection prior to disbursement of a Housing Assistance Grant.

**Section Eight. Affordable Housing Fund, Limitations and Administration:**

A. Proceeds from the Affordable Housing Fund that was established in Ordinance No. 2006-02 may be used to make the awards permitted pursuant to this Ordinance.

B. Assistance pursuant to this Ordinance shall be subject to the availability of funds budgeted by the Board of County Commissioners for the purpose of providing awards pursuant to this Ordinance.

C. The Affordable Housing Administrator shall administer the Affordable Housing Roof Repair and Replacement Ordinance.

D. Pursuant to Section 6-27-7 NMSA 1978 and NM MFA Rules Section 4, this Ordinance and any amendments shall be consistent with NM MFA Rules.

**Section Nine. Affordable Housing Roof Repair and Replacement Ordinance Review:** The Board of County Commissioners shall review and may consider appropriate amendments to this Ordinance or may repeal this Ordinance in whole or in part.

**Section Ten. Severability:** The provisions of this Ordinance are severable and if any individual provision of this Ordinance is held invalid by a Court of competent jurisdiction, then the offending provision shall be stricken but the remaining provisions shall remain in full force and effect.

**Section Eleven. Effective Date:** This Ordinance shall become effective thirty days after recordation pursuant to Section 4-37-9 NMSA 1978.

**PASSED AND ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

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

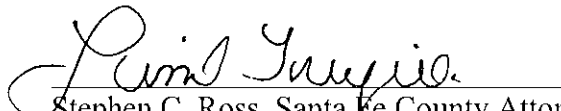
By \_\_\_\_\_  
**Virginia Vigil, Chair**

ATTEST:

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Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:

  
Stephen C. Ross, Santa Fe County Attorney





# Memo

To: Board of County Commissioners  
From: Darlene Vigil, Affordable Housing Administrator  
CC: Jack Kolkmeier, Growth Management  
Robert Griego, Planning Manager

Date: 4/28/2011

Re: Approval of Resolution No. \_\_\_ adopting the Affordable Housing Roof Repair and Replacement Regulations to provide an appropriate process to implement Ordinance 2011-\_\_.

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## BACKGROUND

Ordinance 2011-\_\_, the Affordable Housing Roof Repair and Replacement Ordinance requires the adoption of regulations to implement the Happy Roofs Program. The Happy Roofs program authorizes the Affordable Housing Administrator to provide qualifying individuals funding for the repair or replacement of an existing roof of a qualifying residence.

The proposed regulations establish an application process to adequately determine eligibility to Housing Assistance Grants, a procedure to ensure uniform application review, a time-table for issuing Housing Assistance Grants and internal controls to ensure the County's investment in safe and affordable housing is adequately protected.

The proposed regulations are consistent with the authorizing Ordinance and have been reviewed by the New Mexico Mortgage Finance Authority to ensure compliance with the State Constitution, the Affordable Housing Act and NM MFA Rules.

## RECOMMENDATIONS:

Staff respectfully recommends the Santa Fe Board of County Commissioners approve Resolution 2011-\_\_ to provide an appropriate process to implement Ordinance 2011-\_\_.

**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY**

**RESOLUTION NO. 2011-\_\_\_\_\_**

**A RESOLUTION ADOPTING THE AFFORDABLE HOUSING ROOF REPAIR AND  
REPLACEMENT REGULATIONS; ALSO KNOWN AS THE HAPPY ROOFS  
PROGRAM**

**WHEREAS**, the substandard housing conditions of low to moderate income households within the unincorporated areas of Santa Fe County can and does threaten the health and safety of these residents;

**WHEREAS**, roof repair and replacement can be an expense that is beyond the resources of low to moderate income households;

**WHEREAS**, the Affordable Housing Fund was established pursuant to Ordinance 2006-02, as amended, to enable Santa Fe County to support Affordable Housing within Santa Fe County, which includes the cost of owning and maintaining safe affordable housing;

**WHEREAS**, Santa Fe County Ordinance No. 2011-\_\_\_ (“Affordable Housing Roof Repair and Replacement Ordinance”) known as the Happy Roofs Program authorizes the Affordable Housing Administrator to provide financial assistance, in the form of a Housing Assistance Grant, to make repairs or to replace a roof that poses health and safety hazards for the occupants of a Qualifying Residence; and

**WHEREAS**, the Affordable Housing Roof Repair and Replacement Ordinance requires the board of County Commissioners of Santa Fe County to adopt, by resolution, regulations addressing the application and review process for the Happy Roofs Program

**NOW, THEREFORE BE IT RESOLVED**, the Board of County Commissioners of the County of Santa Fe hereby adopts the Affordable Housing Roof Repair and Replacement Regulations, attached hereto as Exhibit A, for the implementation of the Happy Roofs Program; such regulations to be effective immediately upon their recording with the Santa Fe County Clerk.

**PASSED, APPROVED and ADOPTED this 10<sup>th</sup> DAY OF MAY 2011.**

**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY**

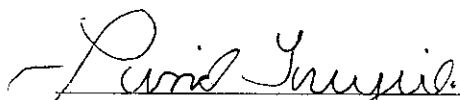
By: \_\_\_\_\_  
Virginia Vigil, Chair

**ATTEST:**

---

Valerie Espinoza, Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross, Santa Fe County Attorney

## Santa Fe County

### Affordable Housing Roof Repair and Replacement Regulations

#### Article I

##### Short Title, Authority, Effective Date, Purpose

- 1.1. **Short Title:** These regulations shall be known as the “Affordable Housing Roof Repair and Replacement Regulations.”
- 1.2. **Authority:** These regulations are adopted by the Board of County Commissioners of Santa Fe County pursuant to Santa Fe County Ordinance No. 2011- \_\_\_, as amended.
- 1.3. **Effective Date:** These regulations shall become effective immediately upon their filing with the Santa Fe County Clerk.
- 1.4. **Purpose:** The purpose of the Affordable Housing Roof Repair and Replacement program is to address substandard housing conditions of low to moderate income homeowners residing within the unincorporated areas of Santa Fe County. The program provides financial assistance to make repairs or to replace a roof that poses health and safety hazards for the occupants of a Qualifying Residence. These Regulations are adopted for the following purposes:
  - 1.4.1. To establish a process to pay all or a portion of the cost of repairing or replacing the roof of the Qualifying Residence of low to moderate income homeowners residing within the unincorporated areas of Santa Fe County.
  - 1.4.2. To establish procedures, forms and guidelines for the development, implementation and operation of the Affordable Housing Roof Repair and Replacement program as authorized by Ordinance No. 2011- \_\_\_.
  - 1.4.3. To establish internal controls to ensure proper administration of the Affordable Housing Roof Repair and Replacement program and provisions for adequate security against the loss of public funds.
- 1.5. **Definitions.** Capitalized words herein shall have the meaning assigned by the Santa Fe County Affordable Housing Roof Repair and Replacement Ordinance No. 2011-\_\_\_.

#### Article II

##### Housing Assistance Grants

- 2.1. **Application.**
  - 2.1.1. All applicants for a Housing Assistance Grant shall complete, and submit to the Administrator, an application for Assistance.

- 2.1.2 The application form shall be approved by the Administrator and be available on the County website and at the County Administration office.
- 2.1.3. The application shall include all information required by Ordinance No. 2011-\_\_\_, these Regulations, the Act, NM MFA Rules including, but not limited to, the following information:
- (a) name of applicant and each household member;
  - (b) date of birth for each household member;
  - (c) social security number of applicant;
  - (c) relationship of each household member to applicant;
  - (d) applicant's mailing address and phone number; and
  - (e) address of residence proposed for roof repair or replacement;
- 2.1.4. Applicants shall submit the following supporting material upon submission of the application:
- (a) Proof of income for all household members 18 years of age and older;
    - i. copy of latest Income Tax Return (Federal or State); and
    - ii. copy of current Award Letter for Social Security and SSI income recipients; or
    - iii. last three (3) paycheck stubs with year to date totals; or
    - iv. notarized statement indicating applicant and/or household member over 18 is unemployed (if receiving unemployment also include a copy of award letter or printout of unemployment weekly benefit).
  - (b) Proof of home ownership;
    - i. copy of Warranty Deed; or
    - ii. copy of Mortgage Payment Coupon; or
    - iii. copy of County Property Tax Bill.
  - (c) A signed agreement:
    - i. to maintain the Qualified Residence as an owner-occupied, single family residential property for residential purposes only, until the expiration of the Affordability Period or so long as any or the entire assistance is unpaid and outstanding, whichever is later;
    - ii. to maintain the Qualifying Residence in good repair and to keep current any mortgages or notes on the property until the expiration of the Affordability Period or so long as any or the entire assistance is unpaid and outstanding, whichever is later;
    - iii. to certify that the entire amount of the Assistance will be used to perform the roof repair or replacement on the Qualifying Residence;
    - iv. to expressly authorize inspection of the Qualifying Residence by the County or the County's designee prior to and following completion of the work;
    - v. to acknowledge that the Housing Assistance Grant shall be due if prior to termination of the Affordability Period the Qualifying Grantee:
      - (a) sells the Qualifying Residence;
      - (b) transfers title of the Qualifying Residence;
      - (c) refinances the Qualifying Residence;

- (d) fails to occupy the Qualifying Residence as a primary residence; and
- (e) upon any such conveyance, the administrator may recapture the Housing Assistance Grant on a pro-rated basis as determined in Regulations;
- vi. to acknowledge that it is the responsibility of the Qualifying Grantee and the person or business repairing or replacing the roof to resolve any disputes regarding the quality of the work performed both during and after construction;
- vii. to acknowledge that Santa Fe County is not responsible for any Warranty claims by the person or business repairing or replacing the roof of the Qualifying Residence; and
- viii. to acknowledge that Santa Fe County will only release Housing Assistance Grants directly to the person or business repairing or replacing the roof following the Administrators receipt of the required Final Inspection Report.

**2.1.5.** The County may designate a person, business, non-profit or agency to act as the County's agent for the purpose of receiving, processing or making decisions on applications, in which case the application shall be submitted to the County's designee. Any such designation shall be subject to auditing and periodic reporting, as specified in the delegation.

## **2.2. Eligibility.**

**2.2.1** An applicant must submit a completed application and all required supporting documentation.

**2.2.2.** An applicant's household income must be low or moderate, as established by MFA.

**2.2.3.** An applicant must own and occupy the home as a primary residence for which assistance is applied.

**2.2.4.** An Initial Inspection Report must determine that the roof poses health and safety concerns and needs to be repaired or replaced.

## **2.3 Application Review.**

**2.3.1.** Within ten (10) business days of receiving an application the Administrator shall review the application and notify the applicant if additional information is needed.

**2.3.2.** Upon receipt of a completed application the Administrator shall review the application and determine if the applicant is eligible to receive assistance under Ordinance No. 2011-\_\_\_. If an applicant is eligible, the Administrator shall initiate an Initial Inspection.

**2.3.3** If the Initial Inspection Report verifies a roof repair or replacement is necessary the Administrator shall approve the eligible applicant as a Qualifying Grantee.

**2.3.4** Within twenty (20) business days of receiving a completed application the Administrator shall send the applicant a notice stating whether the applicant is a Qualifying Grantee or is not eligible for Assistance. A Qualifying Grantee shall be noticed that the approval is valid for six (6) months.

**2.3.5.** Following approval of the application, the Qualifying Grantee shall execute liens, mortgages or other documents required by Ordinance 2011-\_\_ as a condition precedent to receiving the assistance. The Administrator shall be responsible for filing the mortgage or lien prior to the commencement of the roof repair or replacement.

### **Article III**

#### **Long Term Affordability**

**3.1. Mortgage or Lien.** The Housing Assistance Grant shall be subject to a Mortgage or Lien securing the assistance as set forth in Ordinance No. 2011-\_\_.

**3.2 Affordability Period.** Pursuant to Section 5(N) of Ordinance 2011-\_\_ the Affordability Period for Housing Assistance Grants from \$1 to \$10,000 shall be five (5) years.

**3.3 Early Termination of Affordability Period.** If the mortgage or lien becomes due under Section 5(G) of Ordinance No. 2011-\_\_, the Administrator may recapture the Housing Assistance Grant on a yearly pro-rated basis. The pro-rated share is determined by dividing the amount of the Housing Assistance Lien by five (5), the duration of the Affordability Period. The Administrator may recapture the amount remaining based on the number of years remaining in the Affordability Period. For purposes of recapturing Housing Assistance Grants a period of six (6) months or more remaining in a year shall be considered a whole year.

### **Article IV**

#### **Disbursement of Housing Assistance Grants**

**4.1. Final Inspection.** Prior to disbursement of a Housing Assistance Grant the Administrator shall initiate and receive a Final Inspection Report verifying that the roof repair or replacement is complete and meets the following requirements:

- (a) Qualifying Grantee acknowledges the roof repair or replacement is complete; and
- (b) the Administrator has a copy of the final inspection certificate from the State of New Mexico Construction Industries Division.

**4.2. Recordation and Release of Mortgage or Lien.**

- (a) The Administrator shall be responsible for verifying that the mortgage or lien is properly executed and filed with the office of the Santa Fe County Clerk prior to disbursement of a Housing Assistance Grant.

(b) The Administrator shall be responsible for releasing the mortgage or lien following the termination of the Affordability Period or the repayment of the Housing Assistance Grant whichever occurs first.

#### **Article V**

#### **Affordable Housing Roof Repair and Replacement Regulations Review**

5.1 The Board of County Commissioners shall review and may consider appropriate amendments to these Regulations or may repeal these Regulations in whole or in part.

5.2 Pursuant to Section 6-27-7 NMSA 1978, NM MFA Rules Section 4, Ordinance 2011-\_\_, these Regulations and any amendments shall be consistent with NM MFA Rules.

#### **Article VI**

#### **Severability**

The provisions of these Regulations are severable and if any individual provision of these Regulations are held invalid by a Court of competent jurisdiction, then the offending provision shall be stricken but the remaining provisions shall remain in full force and effect.