

**AMENDMENT NO. 1 TO
AGREEMENT CONCERNING IMPLEMENTATION
OF REVISED ORDER AND SETTLEMENT AGREEMENT**

THIS AMENDMENT NO. 1 is entered into by and between Santa Fe County (hereinafter referred to as “the County”) and the Centro Espirita Beneficente Uniao Do Vegetal, Nucleo Santa Fe (hereinafter referred to as “UDV”) as of the last date of signature by the parties.

RECITALS

WHEREAS, the County and UDV are parties to that certain Agreement Concerning Implementation of Revised Order and Settlement Agreement, effective as of December 10, 2014 (“Agreement”); and

WHEREAS, all terms defined in the Agreement have the same meaning in this Amendment No. 1; and

WHEREAS, Paragraph 2 of the Agreement allows the Agreement to be amended under certain conditions so as to increase the maximum amount payable by the County to UDV under the Agreement up to an absolute maximum of \$388,908.18 plus applicable NM gross receipts tax; and

WHEREAS, UDV and the County have agreed to increase the maximum amount payable by the County to UDV up to the absolute maximum to cover increased costs or additional costs of (1) a trenching plan; (2) the Public Service Company of New Mexico line extension to bring electric power to the Property; (3) equipment rental charges for equipment necessary to install the fire pump; (4) a high pressure waterline; (5) changes in wastewater designs; (6) a pump test head required by inspector; and (7) a gasket not originally budgeted; and

WHEREAS, the parties also desire to amend the Agreement to remove all references to the future construction of a County waterline to the Property, since the County’s obligation to construct such a waterline and UDV’s obligation to connect to it were waived and discharged in that certain Settlement Agreement executed in November, 2015, which Settlement Agreement resolved Seigel, et al. v. Santa Fe County Board of County Commissioners and UDV, Case No. 34,508 and Seigel, et. al. v. Santa Fe County Board of County Commissioners and UDV, Case No. D-101-CV-2015-00586.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and other valuable consideration, the receipt of which is hereby acknowledged, the County and UDV agree as follows:

1. Paragraph 2 of the Agreement is hereby amended to read in its entirety as follows:
 - “2. Maximum Construction Costs.
 - a. The County hereby agrees to pay its share of costs reflected on Exhibit C, including the temporary rental of a water tanker and provision of water for fire suppression during initial construction.
 - b. The maximum amount payable by the County to UDV under this Agreement shall not exceed \$388,908.18, plus applicable NM gross receipts tax.”
2. Paragraph 3 of the Agreement is hereby deleted in its entirety.

3. Exhibit C to the Agreement is hereby replaced with the Exhibit C attached hereto.
4. All other provisions of the Agreement not amended or modified by this Amendment No. 1 shall remain in full force and effect.

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CENTRO ESPIRITA BENEFICENTE UNIAO DO VEGETAL, NUCLEO SANTA FE

BY: _____

Gary Lombardo, President

Date

6/2/2017

ACKNOWLEDGMENT

State of New Mexico)

) ss.

County of Santa Fe)

This instrument was acknowledged before me on June 2, 2017 by
Gary Lombardo as the President of Centro Espirita Beneficente Uniao Do Vegetal, Nucleo Santa Fe.

Nebra Inigo Cannon

Notary Public

My commission expires: July 19, 2020

SANTA FE COUNTY

By: _____

Katherine Miller, County Manager

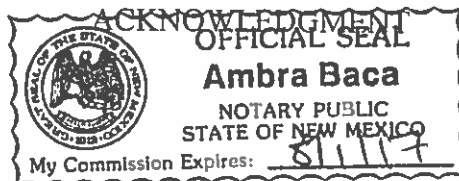
Date

June 27, 2017

State of New Mexico)

) ss.

County of Santa Fe)



This instrument was acknowledged before me on June 27, 2017 by
Katherine Miller as the County Manager of Santa Fe County.

Ambra Baca

Notary Public

My commission expires: 8/1/17

Approved as to form:

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

Date

6-16-17

Finance Department

Don D. Moya
Don D. Moya, Finance Director

Date

6-22-19

REVISED EXHIBIT C

UDV Temple Project --- 5 Brass Horse Road

Water, Liquid Waste, Fire, Rainwater System Costs to be Paid by UDV and Reimbursed by SF County

Revision January 11, 2017

	Item	Maximum Amount County Pays Before NMGRT
1	Systems Control Panel	\$37,612.50
2	Fire Tank Supply & Tanks	\$46,725.00
3	Fire Tank System --- Draft Hydrant	\$32,758.00
4	Rainwater Harvest System	\$ ---
5	Rainwater Harvest Tank	\$ ---
6	Septic Tank/Liquid Waste System	\$48,780.00
7	Effluent Reuse	\$51,846.00
8	Liquid Waste System Design & Test	\$7,800.00
9	Rainwater Harvest System Design & Test	\$ ---
10	Fire Tank System Design & Test	\$2,850.00
11	Firepump	\$47,998.00
12	Firepump Pit Enclosure	\$31,617.18
13	30,000 Gallons of water to fill fire tanks @ \$0.10/gallon	\$3,000.00
15	Allowance for Excavation & Trench	\$9,068.24
16	Electrical & Connections for Firepump/Septic/Rain/Effluent Systems (TBD)	\$18,751.97
17	3 month rental water tanker \$4800/month + 4,000 gal water@\$0.10/gal	\$14,746.00
18	Change Order No. 1 -- Trenching Plan	\$ 2,136.27
19	Change Order No. 2 -- PNM Line Extension Cost Increase and Equipment Rental to Install Fire Pump	\$ 11,407.88
20	Change Order No. 3 -- High Pressure Lines; Changes in Wastewater Designs; A Pump Test Head Required by Inspector; and a Gasket Not Originally Budgeted	\$ 21,811.14

	<u>TOTAL:</u> \$388,908.18
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