

**VILLAGE OF RUIDOSO
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, April 1, 2025 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG.

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Adoption of Resolution 2025-09, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2025-2026.
2. Discussion on Award of RFP #2025-008P to Deckard Technologies Inc. for Short-Term Rental Software and Services.
3. Discussion on Agreement with Deckard Technologies Inc. for Short-Term Rental Software and Services Awarded through RFP # 2025-008P in the Amount of \$126,564.75 Including NMGRT.
4. Discussion on Award of RFP #2025-009P for Water Rights Attorney Services to Modrall, Sperling, Roehl, Harris & Sisk, P.A.
5. Discussion on Professional Services Agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A. for Water Rights Attorney Services Awarded through RFP #2025-009P.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Anthony Montes, Community Center Manager

Meeting Date: April 1, 2025

Re: Discussion on Adoption of Resolution 2025-09, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2025-2026.

Item Summary:

Discussion on Adoption of Resolution 2025-09, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2025-2026.

Financial Impact:

None.

Item Discussion:

The ICIP is updated annually for the Ruidoso Community Center for the New Mexico Aging & Long-term Services Capital Outlay Department for a 5-year plan for future funding. The New Mexico Aging Long Term Services Department is required to file a separate ICIP from the Village of Ruidoso for funding.

Recommendations:

To Discuss Adoption of Resolution 2025-09, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2025-2026.

ATTACHMENTS:

Description

ICIP 2027-2031 Summary

Addition Project

Interior Paint Project

Parking Lot Project

Tile Project

Furniture Replacement Project

Infrastructure Capital Improvement Plan FY 2027-2031

Ruidoso Community Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Total	Amount	Phases?
											Project Cost	Not Yet Funded	
31865	2027	001	Community Center Addition	Facilities - Senior Facilities	0	2,179,004	0	0	0	0	2,179,004	2,179,004	Yes
39819	2028	001	Interior Painting Project	Facilities - Senior Facilities	0	0	42,000	0	0	0	42,000	42,000	Yes
42328	2029	001	Parking Lot Construction	Facilities - Senior Facilities	0	0	0	2,358,488	0	0	2,358,488	2,358,488	Yes
41428	2030	001	Tile Renovation	Facilities - Senior Facilities	0	0	0	0	75,000	0	75,000	75,000	No
43483	2031	002	Furniture Replacement	Facilities - Administrative Facilities	0	0	0	0	0	30,000	30,000	30,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	2,179,004	42,000	2,358,488	75,000	30,000	4,684,492	4,684,492

Infrastructure Capital Improvement Plan FY2027-2031

ICIP Capital Project Description

Year/Rank 2027 001 **Priority:** High **ID:**31865
Project Title: Community Center Addition **Class:** New **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Anthony Montes **Contact Phone:** 575-257-4565 **Contact E-mail:** AnthonyMontes@ruidoso-nm.gov
Total project cost: 2,179,004 **Proposed project start date:** August 2025
Project Location: 501 Sudderth Drive Ruidoso NM 88345 **Latitude:** 33.3226045 **Longitude:** -105.6418318
Legislative Language: to construct, furnish, and equip an addition for the Ruidoso Community Center for the Village of Ruidoso in Lincoln County NM
Scope of Work: Construct an addition to the existing building of approximately 12,000 square feet. The project will be completed in a single phase estimate to take 18 months. Purchases will include furnishings and equipment to include tables, chairs, office furniture, kitchen equipment, and other equipment to make the center operational.

Secured Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all SECURED funding sources.

Secured Funding Source(s)	Funding Amt Requested	Date(s) Received	Amount Secured	Amt Expended to Date	Comments
NONE	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
TOTALS	0		0	0	

Other Potential Funding Budget:

Please complete table below with all POTENTIAL funding sources.

Potential Funding Source(s)	Funding Amount Needed	Applied For? Yes or No	Date when Applied	Comments
ALTSD	2,179,004	Yes	April 2024	Applied for in 2024
	0	No		
	0	No		
	0	No		
TOTALS	2,179,004			

Infrastructure Capital Improvement Plan FY2027-2031

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2027	2028	2029	2030	2031	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	Yes	0	0	0	0	0	0	0
Design (Engr./Arch.)	Yes	0	0	0	0	0	0	0
Construction	No	0	1,979,004	0	0	0	0	1,979,004
Furnish/Equip/Vehicles	No	0	200,000	0	0	0	0	200,000
TOTALS		0	2,179,004	0	0	0	0	2,179,004
Amount Not Yet Funded		2,179,004						

PHASING BUDGET							
Can this project be phased? Yes							
Phasing: Stand Alone: No Multi-Phased: Yes							
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.							
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.							
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.							
Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,979,004	No	No	Yes	No	No	15
2	200,000	No	No	No	Yes	No	3

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3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	2,179,004						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why: The Village of Ruidoso currently funds the Ruidoso Community Center all funds needed to be fully operational which includes staff.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	268,474	268,474	268,474	268,474	268,474	1,342,370	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Village of Ruidoso has capital project requirements through the administrative, finance, and purchasing departments that monitor for timely and proper handling of

Infrastructure Capital Improvement Plan FY2027-2031

construction.

- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The project will allow for more activities and food programs therefore needing more employees and adding more employment in the area.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. An average of 200 Senior Citizens per day from all over Lincoln County New Mexico utilize the Community Center for activities on a daily basis.
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The project will eliminate a safety hazard of over occupancy of the building due to fire codes that are mandated.

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ICIP Capital Project Description

Year/Rank 2028 001 **Priority:** High **ID:**39819
Project Title: Interior Painting Project **Class:** Renovate/Repair **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Anthony Montes **Contact Phone:** 575-257-4565 **Contact E-mail:** AnthonyMontes@ruidoso-nm.gov
Total project cost: 42,000 **Proposed project start date:** August 2028
Project Location: 501 Sudderth Drive Ruidoso NM 88345 **Latitude:** 33.3226045 **Longitude:** -105.6418318
Legislative Language: to procure a painting company to paint the entire interior of the Ruidoso Community Center for the Village of Ruidoso in Lincoln County NM.
Scope of Work: Paint the entire interior of the Ruidoso Community Center which is 12,000 square feet. The project shall include the renovation of any walls and trim where problems may exist. The project will be completed in one phase and will require no more than 3 months to complete.

Secured Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all SECURED funding sources.

Secured Funding Source(s)	Funding Amt Requested	Date(s) Received	Amount Secured	Amt Expended to Date	Comments
ALTSD	42,000		0	0	Not yet received
	0		0	0	
	0		0	0	
	0		0	0	
TOTALS	42,000		0	0	

Other Potential Funding Budget:

Please complete table below with all POTENTIAL funding sources.

Potential Funding Source(s)	Funding Amount Needed	Applied For? Yes or No	Date when Applied	Comments
ALTSD	42,000	Yes	March 2023	Applied for in March 2023
	0	No		
	0	No		
	0	No		
TOTALS	42,000			

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Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2027	2028	2029	2030	2031	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	42,000	0	0	42,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	42,000	0	0	42,000
Amount Not Yet Funded		42,000						

PHASING BUDGET								
Can this project be phased? Yes								
Phasing: Stand Alone: Yes Multi-Phased: No								
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.								
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.								
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.								
Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete	
1	0	No	No	No	No	No	0	
2	0	No	No	No	No	No	0	

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3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why: The Village of Ruidoso provides funding for a fully operational center which includes staff.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	268,474	268,474	268,474	268,474	268,474	1,342,370	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Village of Ruidoso has capital project requirements through the administrative, finance, and purchasing departments that monitor for timely and proper handling of

Infrastructure Capital Improvement Plan FY2027-2031

construction.

- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The project will allow for a much more successful department adding more clientele therefore needing more employees and adding more employment in the area.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. The project will benefit many Senior Citizens from Lincoln County New Mexico including and tourists that occupy the area on a yearly basis.
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The project eliminates a risk of moldy contaminated walls which could cause breathing issues for Senior Citizens.

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ICIP Capital Project Description

Year/Rank 2029 001	Priority: High		ID: 42328
Project Title: Parking Lot Construction	Class: New	Type/Subtype: Facilities - Senior Facilities	
Contact Name: Anthony Montes	Contact Phone: 575-257-4565	Contact E-mail: AnthonyMontes@ruidoso-nm.gov	
Total project cost: 2,358,488	Proposed project start date: September 2029		
Project Location: 501 Sudderth Drive Ruidoso NM 88345	Latitude: 33.3226045	Longitude: -105.6418318	
Legislative Language:	to plan, design, renovate, and construct existing and new parking areas for the Ruidoso Community Center located in Lincoln County New Mexico		
Scope of Work:	To plan, design, and construct a new parking area for the Ruidoso Community Center which may include environmental studies. The existing parking lot is in dire need of replacement along with the addition of parking areas to meet the needs of Senior Citizens that use the center on a daily basis. The parking lot is over 40 years old and has been maintained to the fullest ability over the years. The parking lot is a hazard to Senior Citizens because of potholes and areas that are not level which is a potential for trips and falls. There is not enough parking in the area for Senior Citizens that use the building on a daily basis therefore hindering their ability to get the access to the facilities they need to remain active in their older ages. The replacement and addition to the parking areas for the Community Center shall ensure that Senior Citizens are able to benefit from the many free programs that are offered to keep them active and healthy.		

Secured Funding Budget:					
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.					
Please complete table below with all SECURED funding sources.					
Secured Funding Source(s)	Funding Amt Requested	Date(s) Received	Amount Secured	Amt Expended to Date	Comments
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
TOTALS	0		0	0	

Other Potential Funding Budget:					
Please complete table below with all POTENTIAL funding sources.					
Potential Funding Source(s)	Funding Amount Needed	Applied For? Yes or No	Date when Applied	Comments	
ALTSD	1,057,000	No		Not Yet Applied For	
	0	No			

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	0	No	
	0	No	
TOTALS	1,057,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2027	2028	2029	2030	2031	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	1,057,000	0	1,057,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	0	1,057,000	0	1,057,000
Amount Not Yet Funded		1,057,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights,	# Mos to Complete
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						Easements, Acq)		
1	0	Yes	No	No	No	No	No	1
2	20,000	No	Yes	No	No	No	No	4
3	1,037,000	No	No	Yes	No	No	No	5
4	0	No	No	No	No	No	No	0
5	0	No	No	No	No	No	No	0
TOTAL	1,057,000							

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why: The Village of Ruidoso provides funding for a fully operational center which includes staff.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	268,474	268,474	268,474	268,474	268,474	1,342,370	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

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- (d) **Regionalism - Does the project directly benefit an entity other than itself?** No
If yes, please list the other entity.
- (e) **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes
Please explain. The Village of Ruidoso has capital project procurement requirements through administrative, finance, and purchasing departments that monitor for timely managing of construction.
- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The project will allow for a much more successful department adding more clientele therefore needing more employees and adding more employment in the area.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. An average of 200 Senior Citizens per day from all over Lincoln County utilize the Community Center for activities on a daily basis.
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The renovation of the existing parking lot will eliminate the possibility of a trip hazard associated with the old asphalt that is present.

Infrastructure Capital Improvement Plan FY2027-2031

ICIP Capital Project Description

Year/Rank 2030 001 **Priority:** High **ID:**41428
Project Title: Tile Renovation **Class:** Renovate/Repair **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Anthony Montes **Contact Phone:** 575-257-4565 **Contact E-mail:** AnthonyMontes@ruidoso-nm.gov
Total project cost: 75,000 **Proposed project start date:** August 2030
Project Location: 501 Sudderth Drive Ruidoso NM 88345 **Latitude:** 33.3226045 **Longitude:** -105.6418318
Legislative Language: to plan construct and renovate the tile in the west and north side rooms in the Ruidoso Community Center for the Village of Ruidoso located in Lincoln County New Mexico
Scope of Work: Plan design and renovate the existing deteriorated and old tile in the west and north side area of the Ruidoso Community Center. The project will be completed in one phase and the renovation should only take 5 months to finalize.

Secured Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all SECURED funding sources.

Secured Funding Source(s)	Funding Amt Requested	Date(s) Received	Amount Secured	Amt Expended to Date	Comments
NONE	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
TOTALS	0		0	0	

Other Potential Funding Budget:

Please complete table below with all POTENTIAL funding sources.

Potential Funding Source(s)	Funding Amount Needed	Applied For? Yes or No	Date when Applied	Comments
ALTSD	75,000	No		Not Yet Applied For
	0	No		
	0	No		
	0	No		
TOTALS	75,000			

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Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2027	2028	2029	2030	2031	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	Yes	0	0	0	0	0	75,000	75,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	75,000	75,000
Amount Not Yet Funded		75,000						

PHASING BUDGET								
Can this project be phased? No								
Phasing: Stand Alone: Yes Multi-Phased: No								
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.								
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.								
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.								
Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete	
1	0	No	No	No	No	No	0	
2	0	No	No	No	No	No	0	

Infrastructure Capital Improvement Plan FY2027-2031

3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why: The Village of Ruidoso provides funding for a fully operational center which includes staff.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	284,474	284,474	284,474	284,474	284,474	1,422,370	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Village of Ruidoso Purchasing and Procurement department will be the fiscal oversight officials that will ensure timely construction and completion of the project.

Infrastructure Capital Improvement Plan FY2027-2031

- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The project will continue to maintain and enhance the local economy by providing space for Senior Citizens to have healthy lifestyles in their older years.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. The project will benefit local and visiting Seniors for the entire Lincoln County area. The number of people that will benefit from the continued usage of the Senior Community Center averages 200.
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The project will alleviate a potential safety hazard of slips trips or falls by replacing the old and worn existing tile.

Infrastructure Capital Improvement Plan FY2027-2031

ICIP Capital Project Description

Year/Rank 2031 002 **Priority:** High **ID:**43483
Project Title: Furniture Replacement **Class:** New **Type/Subtype:** Facilities - Administrative Facilities
Contact Name: Anthony Montes **Contact Phone:** 575-257-4565 **Contact E-mail:** AnthonyMontes@ruidoso-nm.gov
Total project cost: 30,000 **Proposed project start date:** August 2031
Project Location: 501 Sudderth Drive Ruidoso NM 88345 **Latitude:** 33.3226045 **Longitude:** -105.6418318
Legislative Language: To replace existing furniture in the Ruidoso Community Center which is a multi-purpose Senior Center located in the Village of Ruidoso in Lincoln County NM.
Scope of Work: The project is to replace all of the old furniture in the Ruidoso Community Center. The furniture is in disrepair and can be considered unsafe for Senior Citizens that utilize the center daily. Furniture that will be replaced are desks, tables, chairs, cabinets, couches, etc.

Secured Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all SECURED funding sources.

Secured Funding Source(s)	Funding Amt Requested	Date(s) Received	Amount Secured	Amt Expended to Date	Comments
NONE	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
TOTALS	0		0	0	

Other Potential Funding Budget:

Please complete table below with all POTENTIAL funding sources.

Potential Funding Source(s)	Funding Amount Needed	Applied For? Yes or No	Date when Applied	Comments
ALTSD	30,000	No		Not yet applied for
	0	No		
	0	No		
	0	No		
TOTALS	30,000			

Infrastructure Capital Improvement Plan FY2027-2031

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2027	2028	2029	2030	2031	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	0	0	0	0	30,000	30,000
TOTALS		0	0	0	0	0	30,000	30,000
Amount Not Yet Funded		30,000						

PHASING BUDGET							
Can this project be phased? No							
Phasing: Stand Alone: Yes Multi-Phased: No							
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.							
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.							
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.							
Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	30,000	No	No	No	Yes	No	6
2	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY2027-2031

3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	30,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	271,107	271,107	271,107	271,107	271,107	1,355,535	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso	Village of Ruidoso
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Village of Ruidoso has capital project requirements through the administrative, finance, and purchasing departments that monitor for timely and proper handling of

Infrastructure Capital Improvement Plan FY2027-2031

construction.

- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The project will allow for more activities and food programs therefore needing more employees and adding more employment in the area.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. An average of 200 Senior Citizens per day from all over Lincoln County New Mexico utilize the Community Center for activities on a daily basis.
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** No
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The project will eliminate a hazard that exists with old unsafe furniture.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director
Chrysanti Jones, Short-Term Rental Administrative Assistant II
Christy Coker, Purchasing Agent

Meeting Date: April 1, 2025

Re: Discussion on Award of RFP #2025-008P to Deckard Technologies Inc. for Short-Term Rental Software and Services.

Item Summary:

Discussion on Award of RFP #2025-008P to Deckard Technologies Inc. for Short-Term Rental Software and Services.

Financial Impact:

Acquiring a new Short-Term Rental management software will improve staff review and identification of properties to increase compliance in permitting and payment of Lodger's Tax.

Item Discussion:

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News, and Albuquerque Journal on 2/20/25.

Eleven (11) firms drew down on the RFP from the Village of Ruidoso website.

A non-mandatory pre-proposal conference was held on 2/27/25 at 2:00 PM via Zoom and at Village Hall. It was attended by two (2) potential offerors, Deckard Technologies, Inc. and Unique Comp, Inc.

Four (4) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Avenu Insights & Analytics, LLC, GovOS, Inc, GritCo, and Deckard Technologies, Inc.

Three (3) addenda were issued for corrections to Appendix numbers, answers to potential proposer questions, attachment of Pre-Proposal Agenda and Sign-in Sheet.

The Proposal Submission Deadline was 3/13/25 at 3:00pm.

Three (3) Proposals were received to be evaluated:

- Avenu Insights & Analytics, LLC
- GovOS, Inc.
- Deckard Technologies, Inc.

The Committee discussed the responses of each evaluation criteria and references provided, the collectively scored the proposal for Staff Portal, AI Datamining, Registration and Lodger's Tax Payment Portal, Public Information Portal, and Online Complaint Form and Call Line.

Recommendations:

To Discuss Award of RFP #2025-008P to Deckard Technologies Inc. for Short-Term Rental Software and Services.

ATTACHMENTS:

Description

Evaluation Summary

Evaluation Committee Report

EVALUATION CRITERIA Summary Totals
3/20/2025 @ 10:00 AM

CRITERIA AND POINT VALUES FOR RFP #2025-008P Short-Term Rental Software and Services Company

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Avenu Insights	Deckard Technologies	GovOS, Inc
B. Technical Specifications				
<p>1. Proposed Staff Portal Meets or Exceeds Specifications</p> <p>At a minimum staff portal must:</p> <ul style="list-style-type: none"> • Show active permitted STR properties • Show inactive STR properties • Show potential non-compliant properties • Report daily potential ordinance violations • Have the capability to easily generate reports on permitted, inactive, and potentially non-compliant properties • Include a module or component to manage property inspections • Include a module to generate emails and letters to communicate with property owners and managers regarding general community updates, permit status, delinquent Lodger's Tax, and ordinance violations 	20	12	19	13
<p>2. Proposed AI Datamining Meets or Exceeds Specifications</p> <p>At a minimum the proposal must:</p> <ul style="list-style-type: none"> • Indicate AI datamining capabilities for traditional STR rental platforms • Demonstrate capacity to identify and track emerging platforms • Demonstrate capabilities to discover and report on platforms specific to Ruidoso • Provide data updates to staff daily or more frequently via portal 	20	12	19	10
<p>3. Proposed Registration and Lodger's Tax Portal Meets or Exceeds Specifications</p> <p>At a minimum the Registration and Lodger's Tax portal must be:</p> <ul style="list-style-type: none"> • Easy to navigate for users • Customizable for the variable needs of the Village • Able to generate daily reports • Able to easily track and manage delinquent accounts 	20	12	19	13

4. Proposed Public Information Portal Meets or Exceeds Specifications At a minimum the Public Information Portal must: <ul style="list-style-type: none"> • Provide real-time information updated daily or more frequently containing contact information and location of permitted STRs • Be easily accessible on the internet and linkable to Village website • Have an intuitive and user-friendly interface • Be customizable to the variable needs of the Village 	20	13	19	9
5. Proposed Online Complaint Form and Call Line Meets or Exceeds Specifications At a minimum the proposal must provide an Online Complaint Form and Call line that: <ul style="list-style-type: none"> • Allows for complaints regarding STR guests and operations to be registered online • Offers a 24/7 monitored and responsive call line integrated with Village of Ruidoso public safety dispatch • Has capacity to immediately follow up with local contacts to respond to and resolve non-emergency issues • Reports complaints and resolution status to staff daily via staff portal 	20	13	17	11
C. Business Specifications				
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass	Pass
5. New Mexico Resident Business Preference	8			
6. New Mexico Resident Veterans Preference	10			
TOTAL POINTS:	110	62	93	56


 Purchasing Agent

3/20/2025
 Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	Short-Term Rental Software and Services Company
RFP NUMBER	2025-008P
DATE OF REPORT	03/20/25
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

- written by the purchasing lead or designee,
- approved by the evaluation committee,
- signed by the evaluation committee,
- And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Short-Term Rental Software and Services Company for the Village of Ruidoso.

The Village is conducting a single -award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to nine (9) additional one-year terms.

A full description of the scope of work is located in Appendix E of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 2/20/25.

Eleven (11) firms drew down on the RFP from the Village of Ruidoso website.

A non-mandatory pre-proposal conference was held on 2/27/25 at 2:00 PM via Zoom and at Village Hall. It was attended by two (2) potential offerors. Deckard Technologies, Inc. and Unique Comp, Inc

Four (4) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Avenu Insights & Analytics, LLC, GovOS, Inc, GritCo and Deckard Technologies, Inc.

Three (3) addenda were issued for corrections to Appendix numbers, answers to potential proposer questions, attachment of Pre-Proposal Agenda and Sign-in Sheet.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Three (3) Proposals were received to be evaluated:

- Avenu Insights & Analytics, LLC
- GovOS, Inc
- Deckard Technologies, Inc

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- Proposed Staff Portal Meets or Exceeds Specifications – 20 Possible Points
At a minimum staff portal must:
 - Show active permitted STR properties
 - Show inactive STR properties
 - Show potential non-compliant properties
 - Report daily potential ordinance violations
 - Have the capability to easily generate reports on permitted, inactive, and potentially non-compliant properties
 - Include a module or component to manage property inspections
 - Include a module to generate emails and letters to communicate with property owners and managers regarding general community updates, permit status, delinquent Lodger's Tax, and ordinance violations
- Proposed AI Datamining Meets or Exceeds Specifications – 20 Possible Points
At a minimum the proposal must:
 - Indicate AI datamining capabilities for traditional STR rental platforms
 - Demonstrate capacity to identify and track emerging platforms
 - Demonstrate capabilities to discover and report on platforms specific to Ruidoso
 - Provide data updates to staff daily or more frequently via portal
- Proposed Registration and Lodger's Tax Portal Meets or Exceeds Specifications – 20 Possible Points
At a minimum the Registration and Lodger's Tax portal must be:
 - Easy to navigate for users
 - Customizable for the variable needs of the Village
 - Able to generate daily reports
 - Able to easily track and manage delinquent accounts
- Proposed Public Information Portal Meets or Exceeds Specifications– 20 Possible Points
At a minimum the Public Information Portal must:
 - Provide real-time information updated daily or more frequently containing contact information and location of permitted STRs
 - Be easily accessible on the internet and linkable to Village website
 - Have an intuitive and user-friendly interface
 - Be customizable to the variable needs of the Village
- Proposed Online Complaint Form and Call Line Meets or Exceeds Specifications
At a minimum the proposal must provide an Online Complaint Form and Call line that:
 - Allows for complaints regarding STR guests and operations to be registered online

- Offers a 24/7 monitored and responsive call line integrated with Village of Ruidoso public safety dispatch
- Has capacity to immediately follow up with local contacts to respond to and resolve non-emergency issues
- Reports complaints and resolution status to staff daily via staff portal

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Alex Koenig	Village of Ruidoso – Community Development Director
Chrysanti Jones	Village of Ruidoso – STR Administrative Assistant
Jini Turri	Village of Ruidoso – Village Clerk

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)

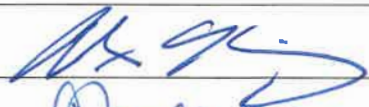
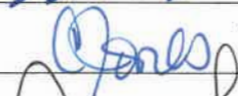
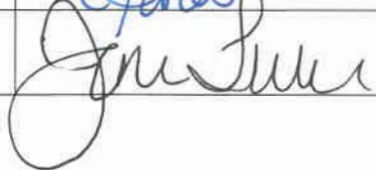
Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	3/13/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	3/20/25	The committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

All the proposals received were very well prepared and met all the requirements of this procurement. Deckard Technologies Inc scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2025-008P for Short-Term Rental Software and Services Company to Deckard Technologies, Inc.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Alex Koenig	AGREE		MAR 20 25
Chrysanti Jones	Agree		3-20-25
Jini Turri	Agree		3-20-25

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director
Chrysanti Jones, Short-Term Rental Administrative Assistant II
Christy Coker, Purchasing Agent

Meeting Date: April 1, 2025

Re: Discussion on Agreement with Deckard Technologies Inc. for Short-Term Rental Software and Services Awarded through RFP # 2025-008P in the Amount of \$126,564.75 Including NMGRT.

Item Summary:

Discussion on Agreement with Deckard Technologies Inc. for Short-Term Rental Software and Services Awarded through RFP # 2025-008P in the Amount of \$126,564.75 Including NMGRT.

Financial Impact:

Approval of Agreement will facilitate Short-Term Rental permitting and payment of fees and Lodger's Tax to the Village. The funds are currently budgeted in the Lodgers' Tax Special Revenue Fund's Software Maintenance line item (214-166-52108) and available balance is \$129,475.00.

Item Discussion:

Agreement with Deckard Technologies Inc. for Short-Term Rental Software and Services Awarded through RFP # 2025-008P.

Recommendations:

To Discuss Agreement with Deckard Technologies Inc. for Short-Term Rental Software and Services Awarded through RFP # 2025-008P in the Amount of \$126,564.75 Including NMGRT.

ATTACHMENTS:

Description
Agreement



313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

**PROFESSIONAL SERVICES AGREEMENT FOR
Short-Term Rental Software and Services Company**

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Deckard Technologies, Inc, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Deckard Technologies, Inc.
ATTN: Thomas E. Hemmings
Title: Chief Financial Officer
Street: 1620 5th Ave, Ste 400
City, State, Zip: San Diego, CA 92101
Phone: 619-501-4208
Email: tom.hemmings@deckard.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2025-008P Short-Term Rental Software and Services Company and the Consultant’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. “Business Hours” means 8:00 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local body that enters into an Agreement to procure products or services.

- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective April 8, 2025 through April 7, 2026, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work

performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. 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 a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Thomas E. Hemmings, Robert Piskorowski

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

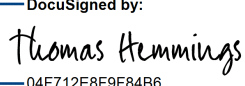
SIGNATURES:

Village of Ruidoso:

Lynn D. Crawford, Mayor

Date: _____

Deckard Technologies, Inc:

DocuSigned by:

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 Thomas E. Hemmings, Chief Financial Officer

Date: 3/22/2025

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP# 2025-008P Short-Term Rental Software and Services Company

The Village of Ruidoso seeks a single-source software provider for short-term rental management. The selected product must provide the following:

- Portal interface for staff use shows active permitted properties, inactive properties, and potential non-compliant properties.
- AI data mining capabilities that will update information daily on traditional rental platforms and additional platforms specific to Ruidoso.
- Proposed implementation timeline and training and support provided to staff.
- Report Generation Modules
- A letter campaign to inform current short-term rental owners and property managers of the new software and instructions for the new system. Letters to noncompliant properties for permitting purposes.
- Module to manage compliance inspections.
- Daily reporting of potential violations to staff.
- Custom-designed registration and lodgers tax portal specific to The Village Ruidoso. The software must have the potential to provide daily reports on payments and follow up on delinquent accounts.
- A public information portal providing real-time information regarding permitted short-term rentals, including contact information and specific information pertaining to short-term rentals.
- Online complaint form for the public to register complaints regarding short-term rental guests and operations.
- A 24/7 monitored and responsive call line, with follow-up on complaints with local contacts and integration with Village of Ruidoso public safety dispatch.

Rob Piskorowski

Sales Director, Central Region
(586) 215-3934
rob@deckard.com

REQUEST FOR PROPOSAL

Short-Term Rental Software and Services Company RFP #2025-008P

Village of Ruidoso, NM

March 13, 2025

presented by



RENTALSCAPE

engineered by



1620 Fifth Ave • Suite 400 • San Diego, CA 92101

A. Letter of Transmittal



APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP #2025-008P Short-Term Rental Software and Services Company

Offeror Name: Deckard Technologies, Inc. FEIN# 83-0532773

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Deckard Technologies, Inc.
1620 5th Ave, STE 400
San Diego, CA 92101

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Thomas E. Hemmings
Title Chief Financial Officer
E-Mail Address tom.hemmings@deckard.com
Telephone Number 619-501-4208

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Robert Piskorowski
Title Director of Sales Central Region
E-Mail Address rob@deckard.com
Telephone Number 586-215-3934

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Garrett Lundberg
Title Solutions Consultant
E-Mail Address garrett@deckard.com
Telephone Number 719-207-6118

5. Use of Sub-Consultants (Select one)

No Sub-Consultants will be used in the performance of any resultant contract OR



____ The following Sub-Consultants will be used in the performance of any resultant contract:

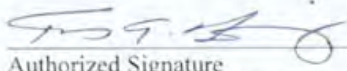
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

N/A

(Attach extra sheets, as needed)

- 7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

 _____

Authorized Signature

(Must be signed by the person identified in item #2, above.)

2-26-2025

Date

B. Table of Contents



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C. Proposal Summary



The Rentalscape STR identification & management process

At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forget it", Deckard partners with 300+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2024 alone, we have onboarded over 100 new clients in the past six months.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.



*Rentalscape is an absolute
game-changer - we had 100%
more information and that
makes my job 1000% easier*

Jane Yager-Baumrind
Short-Term Rental Coordinator

TOWN OF MT PLEASANT, SC



Optimizing STR Management in Ruidoso with Deckard Technologies



Headquartered in San Diego, California, Deckard Technologies was founded in 2018 to support compliance within the U.S. real estate market for the public sector. Deckard leverages data science expertise to assist local governments in managing compliance activities and enforcement, particularly regarding short-term rental (STR) properties. Our technology ensures that everyone is held accountable to the same set of rules, adheres to all guidelines and ordinances, and pays their fair share of fees and taxes.

The Deckard Team - See Page 49- has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 300 clients, our customers range in size from small jurisdictions like Dalton, GA, to larger ones like Placer County (Lake Tahoe), CA; Asheville, NC; Phoenix, AZ; and Galveston, TX.

Deckard employs 87 staff members, including administrative (9.5), sales (8.5), technology (14), operations support (44), and client success and engineering (11) across all offices.

With a retention rate of 99%, our success is directly attributed to the vast knowledge and experience of our team. This 'well-oiled machine' works closely with our customers to deliver the most accurate data and the highest quality support, helping cities and counties improve compliance and increase tax and fee revenue while preserving the quality of local life.

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over **10,000 websites advertising short-term rentals** with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

	PUB.APP.NO.	Title
2 Allowed US Patent Applications	20210103998	Identifying and validating rental property addresses
3 Pending US Patent Applications	PATENT #11741560 Issue Aug 29, 2023	Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning

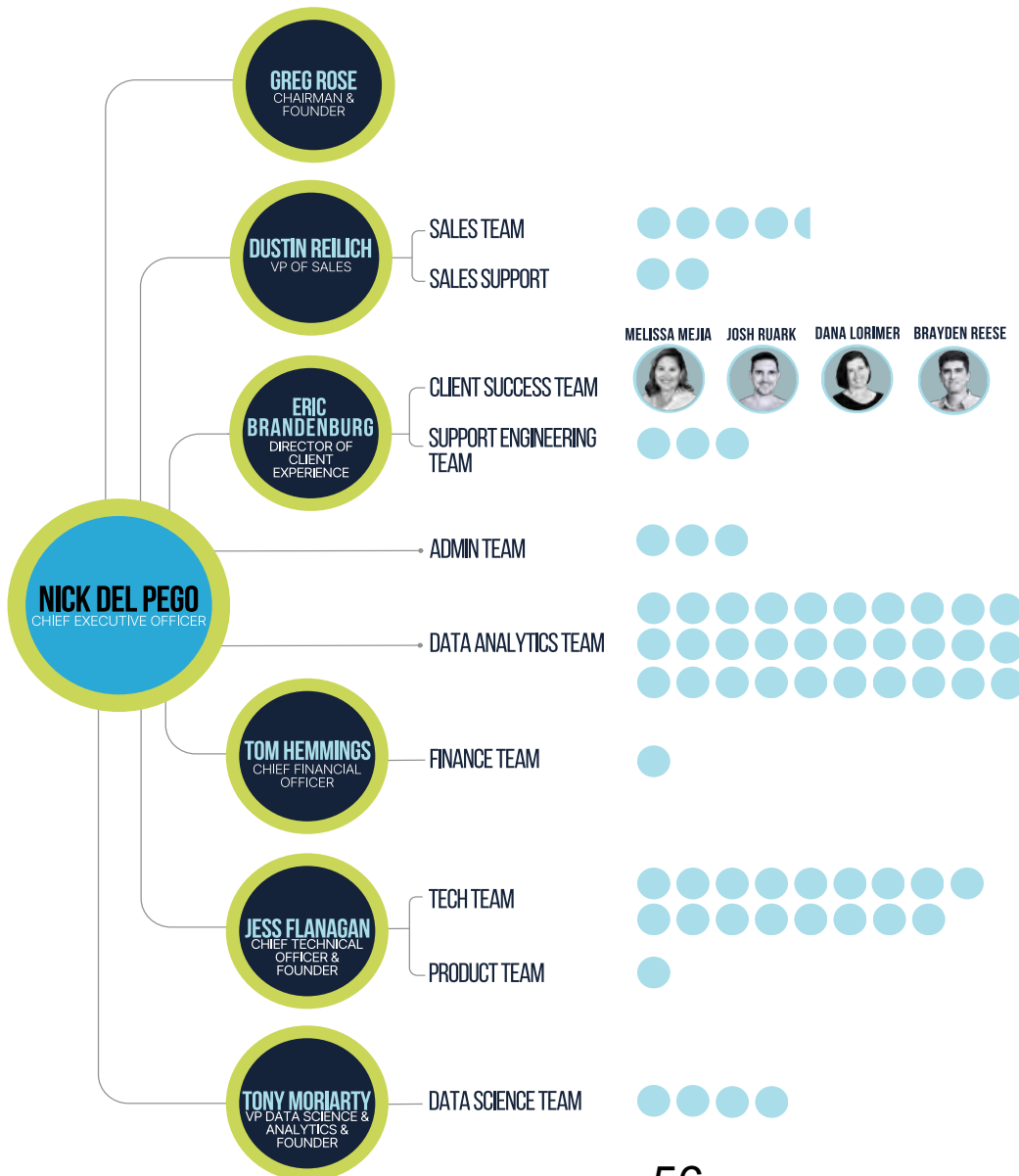


The Rentalscape platform pinpoints the exact addresses of STR listings within Village limits, providing an accurate representation of STR activity across the Village and its community districts. Rentalscape organizes listings and calculates statistics on a per-property basis, ensuring that activity is not double-counted by mapping each property’s precise location. This level of accuracy enhances compliance, enforcement, tax collection, and complaint management.

Rentalscape is the only platform that automatically updates upcoming rentals and bookings shortly after reservations are made.

In every jurisdiction where we provide our service, we have increased compliance and improved tax/fee collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We also regularly consult with Village staff to ensure we stay up to date with the latest STR best practices.

Organizational Chart



D. Response to Contract Terms and Conditions

Thank you for providing the Service Agreement. Deckard Technologies has reviewed the terms and conditions outlined in the agreement, as well as the additional material within the RFP, and Deckard confirms the acceptance of all terms as stated.

Please let Deckard know if any further documentation or confirmations are needed. The team looks forward to the next steps in this process.

[Remainder of this page intentionally left blank]

E. Offeror's Additional Terms and Conditions



Deckard Technologies does not have any additional terms and conditions to propose.

Please let us know if anything further is needed.

[Remainder of this page intentionally left blank]

F. Response to Specifications

a) Scope of Work

The Village of Ruidoso seeks a single-source software provider for short-term rental management. The selected product must provide the following:

[Portal interface for staff use shows active permitted properties, inactive properties, and potential non-compliant properties.](#)

The Rentalscape platform precisely matches each short-term rental listing to its physical address and parcel number, enabling the system to categorize properties as active, inactive, or potentially non-compliant based on rules, regulations, permit status, and tax filing records. By configuring the platform specifically for Ruidoso, we automatically flag any listing that violates local requirements, providing staff with an efficient way to filter and focus on the properties needing attention. This structured approach ensures timely oversight and simpler management of all short-term rentals in the area.

[AI data mining capabilities that will update information daily on traditional rental platforms and additional platforms specific to Ruidoso.](#)

The AI-driven data mining system (Cyborg) continuously scours both mainstream and niche platforms including any local Ruidoso-specific sites to ensure comprehensive coverage of every short-term rental listing. By updating calendar availability and listing details daily, we produce accurate revenue estimates that can highlight potential under-reporting. This “Cyborg” approach—combining automation with expert human oversight allows us to deliver a highly efficient, precise, and actionable data solution, making Deckard the industry leader in short-term rental identification and compliance (see page 31 for more details).

[Proposed implementation timeline and training and support provided to staff.](#)

Upon signing the contract, Deckard will assign the Village of Ruidoso a dedicated Account Manager who will work with the Village to develop best practices based on Deckard’s experiences with other clients. The Account Manager will ensure that the implementation process proceeds efficiently and will serve as the main point of contact for any questions, suggestions, training, or concerns. Your Account Manager will also participate in periodic calls with Village staff throughout project deployment and then monthly on an on-going basis, as requested. Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions are up and running with Rentalscape within a couple of weeks, with Address Identification completed within four weeks of receiving the permit and listing data. Assuming the contract is awarded in early April, we fully expect system deployment, initial address mapping, and user training to be completed well before July 2025.

Feedback from our customers indicates that our competitors take months to bring systems online and begin address mapping. In contrast, our automated property identification systems are already running in Village, allowing us to have your system up and running extremely quickly.



Village of Ruidoso, NM

Assuming contract on April 22, 2025

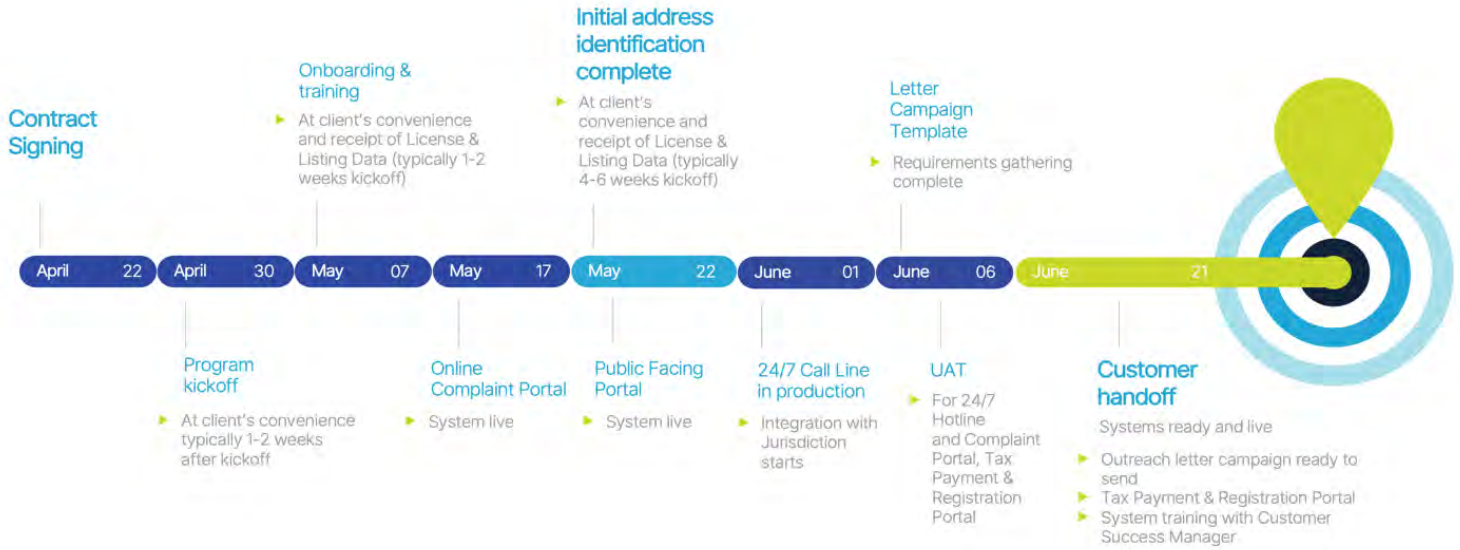


Figure 1: Rentalscape Timeline

[Remainder of this page intentionally left blank]

Our support philosophy

The Rentalscape Advantage



Dedicated Client Success Manager (CSM)

Your CSM serves as an ongoing partner, advocating for your success and facilitating collaboration between Deckard Technologies and your team. This relationship ensures staff needs are met efficiently, creating a foundation for exceptional service and long-term success. At Deckard Technologies, exceptional customer service isn't an extra feature - it's our philosophy!

Comprehensive and Ongoing Training

- Initial and refresher training sessions tailored for Village staff.
- Training materials provided electronically for easy access.
- Virtual training reduces costs and ensures consistency. Deckard is willing to discuss onsite training if awarded the contract.

Unlimited Access and Support

Unlimited users and training included at no extra cost, your CSM is available to provide assistance and address your concerns. Your CSM is always accessible via phone, email, and/or virtual meetings, ensuring you have the partner you need to achieve your program goals.

Proactive Updates and Enhancements

Quarterly software updates keep the system aligned with the evolving needs of the short-term rental market and ensures continuous improvement.

Rapid Issue Resolution

All In addition to having access to a dedicated CSM, you'll have access to the [Customer Support Portal](#) for fast and efficient issue resolution. Requests are reviewed daily, and all reported issues are escalated the same business day through our monitored email and online support system. Deckard is equipped with the tools and resources necessary to support your customer journey effectively.

With Rentalscape, exceptional customer service isn't extra—it's our mission.



Report Generation Modules

All mined data, including compliance metrics such as permit status and tax status, can be filtered and configured into specific downloadable reports. This allows staff to generate reports tailored to their specific needs, ensuring they can extract the most relevant data from the system.

[A letter campaign to inform current short-term rental owners and property managers of the new software and instructions for the new system. Letters to noncompliant properties for permitting purposes.](#)

Deckard offers a fully managed outreach campaign where our team handles the creation and distribution of letters, leveraging Village-approved templates. These mailers can be tailored to introduce current short-term rental owners and property managers to the new software, outlining key steps for registration and compliance. Additionally, Deckard's system pinpoints noncompliant properties so we can target them with letters that encourage prompt action, ensuring a clear path toward proper permitting and adherence to local regulations (see page 25 for more details).

[Module to manage compliance inspections.](#)

Deckard's optional Inspection Module centralizes the field inspection process by tying all inspection records directly to each centralized digital "property card." Agents can update notes, attach photos, and generate PDF reports on-site, with every detail syncing in real time for immediate access by other departments. This streamlined system enables Village staff to manage the entire lifecycle of a short-term rental in one place from initial identification and application to inspection and final permit or license issuance.

[Daily reporting of potential violations to staff.](#)

The Rentalscape system operates continuously, automatically identifying properties that violate Ruidoso's rules and regulations whether through expired permits, delinquent tax filings, occupancy per sleeping unit discrepancies, or other compliance issues. Each day, staff can generate targeted reports that focus on specific violations, streamlining the management of noncompliant properties. These capabilities are tailored to Ruidoso, ensuring local requirements are enforced efficiently and effectively.

[Custom-designed registration and lodgers tax portal specific to The Village Ruidoso. The software must have the potential to provide daily reports on payments and follow up on delinquent accounts.](#)

Deckard's registration and lodgers tax portal is tailored to meet the specific needs of The Village of Ruidoso. Operators can manage multiple short-term rentals within a single, user-friendly interface, streamlining registration, tax calculations, and payment processes. Each day, the system can produce custom reports on completed payments and flag any delinquent accounts for timely follow-up. Should operators fail to log in or address delinquent payments, our system sends automated email reminders, and we can also initiate a letter campaign to encourage compliance (see page 34 for more details).

To simplify financial reconciliation, Deckard generates a nightly report that Village staff can export into their accounting software or other internal systems of record. This ensures all transactions are accurately logged and keeps the Villages' records updated in near real-time. By combining robust reporting tools, automated notifications, and a centralized portal, the Deckard solution provides Ruidoso with a comprehensive platform to efficiently manage all aspects of short-term rental registration and lodgers tax collection.



A public information portal providing real-time information regarding permitted short-term rentals, including contact information and specific information pertaining to short-term rentals.

Deckard's public-facing portal offers a dynamic, real-time view of all permitted short-term rentals within The Village of Ruidoso. This portal can be configured to display exactly the information the Village wishes to share, such as property addresses, contact details, occupancy limits, and any other relevant details. By hosting this portal online, residents, visitors, and Village officials can easily verify a rental's status and find important contact information, fostering greater transparency and community trust (see page 39 for more details).

Online complaint form for the public to register complaints regarding short-term rental guests and operations.

Deckard's online complaint portal allows the public to quickly submit concerns about short-term rental properties or guests, with the option to upload additional proof such as images or videos. Each complaint is automatically tied to the corresponding property record, enabling Village staff to filter and flag properties that receive multiple complaints. This streamlined approach helps the Village prioritize issues effectively, taking timely action on any recurring or serious violations (see page 40 for more details).

A 24/7 monitored and responsive call line, with follow-up on complaints with local contacts and integration with Village of Ruidoso public safety dispatch.

Deckard offers a fully staffed, 24/7 bilingual hotline (in both English and Spanish) dedicated to fielding and triaging complaints related to short-term rentals. Calls are logged in real time and can be integrated with the Village's public safety dispatch system, ensuring immediate notification to local authorities when necessary. In addition, the hotline team coordinates follow-up actions with local contacts such as property managers or the Village's code enforcement personnel helping expedite resolutions and maintain community safety (see page 40 for more details).

[Remainder of this page intentionally left blank]

b) Technical Specifications

1. Proposed Staff Portal Meets or Exceeds Specifications

At a minimum staff portal must:

- Show active permitted STR properties
- Show inactive STR properties
- Show potential non-compliant properties
- Report daily potential ordinance violations
- Have the capability to easily generate reports on permitted, inactive, and potentially non-compliant properties
- Include a module or component to manage property inspections
- Include a module to generate emails and letters to communicate with property owners and managers regarding general community updates, permit status, delinquent Lodger's Tax, and ordinance violations

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for Village staff to track STR properties, monitor STR activity, manage STR permits, and record information about properties. The data in the system is constantly updated as new properties are discovered and addresses are identified, new permit applications are made, and permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the Village **covering at least the last 12 months**. We use U.S. Census data to identify Village limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the Village until they are accurately identified. Occasionally, an STR listing's estimated location falls outside the Village, but once the actual address is identified, it is confirmed to be inside the Village.

Rentalscape daily reports displays:

1. Any permitted STR property
2. Any property with a currently live/inactive STR listing
3. Any property that is currently compliant/non-complaint
4. Any property with a past or future STR booking (even if the property currently does not have a live listing)
5. Any property with a potential ordinance violation configured specifically to Ruidoso

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA) and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 2 below is an example of a property card displayed in Rentalscape. Note that the calendar shows not only booked dates but also differentiates between separate bookings, displaying the nightly rate and the date each booking was made. Additionally, note that the booking from March 6 and 8 was made on February 19, 2025.

The information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Residential type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the Village of Ruidoso ordinance

Listing Characteristics

1. Listing URL for each listing associated with each specific property
2. Listing ad ID for each listing associated with each specific property
3. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (frequently updated calendar)
4. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
5. Host name (when available)
6. Stay limitations (minimum/maximum)
7. Permit/license number if included in the listing
8. Daily Rental rate at time of booking
9. Rental frequency
10. Individual links to all active listing for the property
11. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
12. Rental type (Whole home, shared home)
13. Bedrooms and bathrooms advertised
14. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

1. Occupancy rate
2. Estimated rental income
3. Estimated tax

As shown below (Figure 2), for each property, Rentalscape presents all available data for on the property detail screen, starting with a compliance box that highlights any detected violations. Rentalscape is configured to match the Village's ordinance and is capable of flagging violations following the Village's exact rules, including, but not limited to, permit registration and advertised occupancy versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings exceed 30 days, they are correctly categorized as long-term rentals and do not cause the property to be treated as an STR.



1 219 Nogal Pl Ruidoso NM 88345 ✓

2 Vrbo 3401504 ✓

3 Airbnb 893538796244075543 ✓

4 Airbnb 594838673802927780 ✓

5 Evolve

6 Owner

7 Owner address

8 Booking Activities

9 Average Daily Rate

10 Booking Activities

11 Transient Occupancy Tax

- 1** ADDRESS
- 2** PLATFORM ID
- 3** LINK TO LIVE AD
- 4** HOST NAME
- 5** OCCUPANCY
- 6** OWNER NAME

- 7** OWNER ADDRESS
- 8** ACTIVITY: • OCCUPANCY • COST • BOOKINGS
- 9** AVERAGE DAILY RATE
- 10** RENTAL ACTIVITY
- 11** ESTIMATED LODGING TAX

Figure 2: Rentalscape STR Property Details in Village of Ruidoso, NM



Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as 'no longer listed' or 'only performing long-term rentals,' only for those properties to re-list or take a short-term rental booking, which is subsequently missed by these other vendors, violating the Village's ordinance. **Rentalscape continuously monitors every listing every day**, including bookings up to a year in advance. As soon as an unpermitted booking is made, Rentalscape sets a violation.

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the Village. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 3, below as an example of the Village of Ruidoso Dashboard. Please note that some charts will not be activated until we go live in Ruidoso.



- 1 STR PROPERTIES
- 7 ESTIMATED TAX REVENUE
- 2 MOST ACTIVE HOSTS
- 8 UNIT TYPE
- 3 TOP PLATFORMS
- 9 RENTAL SIZE
- 4 BOOKING ACTIVITIES
- 10 ONLINE PLATFORMS
- 5 HOST REVENUE
-
- 6 AVERAGE DAILY RATE
-

Figure 3: Rentalscape Ruidoso Dashboard Example



Rentalscape Inspection Module Option

The Rentalscape Inspection Module is an integral part of our comprehensive solution for managing short-term rental markets. This module is designed to streamline the inspection process, making it more efficient and effective for field agents and village staff alike. It is a web-enabled system that allows agents to conduct and record health and safety inspections directly in the field. With mobile capability, agents can make notes, comments, and even create complaints or tickets (in PDF format) on-site.

This module not only enhances the efficiency of inspections but also improves communication between code enforcement and short-term rental owners. Actions taken in the field can be easily stored or sent via email to both property owners and staff, ensuring that everyone involved is informed of any necessary changes before the property can be approved. By linking seamlessly with the greater Rentalscape system, this module helps maintain a cohesive and organized approach to managing jurisdictions short-term rental marketplaces.

The Rentalscape Inspection Module is user-friendly and designed to support the specific needs of municipalities. It fosters a proactive approach to code compliance, allowing issues to be addressed promptly and thoroughly. This add-on module ensures that short-term rental properties are maintained to the highest standards, ultimately contributing to a safer and more well-regulated market.

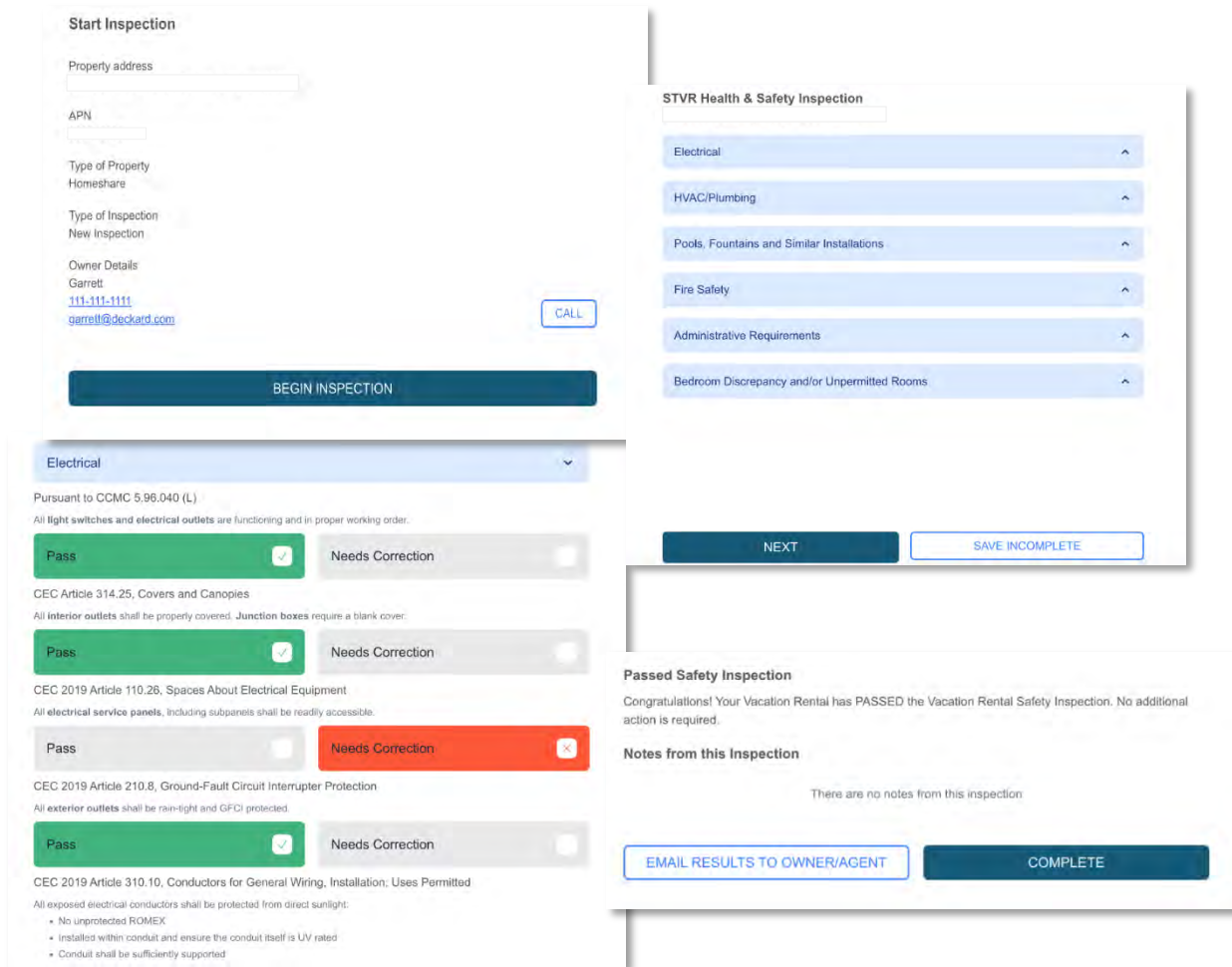


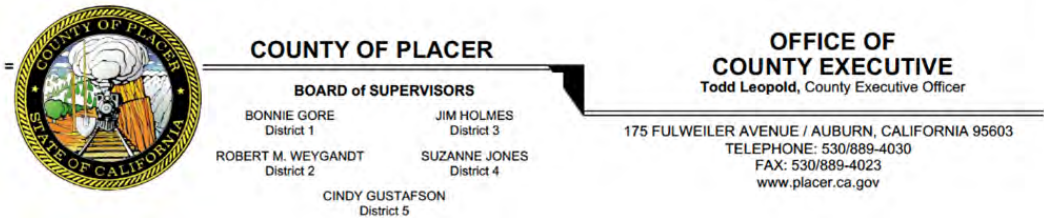
Figure 4: Rentalscape Inspection Module



Letter Campaign for STR Hosts

Rentalscape will create and send letters to all identified STR hosts, explaining the tax and registration requirements, current rate, and payment process. The letter templates will be approved by the Village of Ruidoso staff before mailings begin. Once an operator registers within our system, we validate their email and transition all subsequent notifications such as renewal reminders, upcoming tax payment notices, and delinquency alerts to an automated email schedule, ensuring efficient and timely communication moving forward.

Rentalscape’s targeted letter campaign, strategically timed to generate the best results, has proven highly effective in reducing the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California used Rentalscape to identify a single property where taxes due exceeded \$50,000.



Thursday, July 29, 2021

[Redacted]

[Redacted]

Foresthill, CA, 95631

Cc:

[Redacted]

Foresthill, CA, 95631

Subject: [Redacted], Foresthill, CA, 95631 APN [Redacted]

Dear Miners Camp LLC,

Placer County was unable to verify that your property, listed with an online website, was properly registered with a Transient Occupancy Tax Certificate. In the unincorporated areas of Placer County, all lodging businesses and private home vacation rentals must collect and remit Transient Occupancy Tax (TOT) from guests staying 30 days or less. These requirements apply whether properties are rented directly by owners, through a local property manager, or through an online listing site.

As the owner of the property listed above, Placer County would like to work with you in completing the process to fully comply with the County’s Transient Occupancy Tax Ordinance. The first steps are to register and obtain a TOT Certificate for your rental property, report and remit the appropriate transient occupancy tax for the period of **January 1, 2018 to June 30, 2021** and ensure compliance for all future rental activity.

For the next 15 days Placer County will waive any penalties and interest normally assessed for the period you operated your short-term rental property in a non-compliant state. If you do not complete the registration process and provide payment, Placer County will calculate estimated taxes due, including penalties and interest, for up to three years.

You may register your property and remit payment online at <https://placer-ca-str.deckard.com/>. If you have any questions, please email us at TOT@Placer.ca.gov or call a Revenue Services Division’s compliance specialist at (916) 543-3950. For additional information about Placer County’s Transient Occupancy Tax Ordinance, please visit our website at www.placer.ca.gov/tot.

Sincerely,

Doug Jastrow
Revenue Services Manager

Figure 5: Rentalscape Placer County Complaint Letter

2. Proposed AI Datamining Meets or Exceeds Specifications

At a minimum the proposal must:

- Indicate AI datamining capabilities for traditional STR rental platforms
- Demonstrate capacity to identify and track emerging platforms
- Demonstrate capabilities to discover and report on platforms specific to Ruidoso
- Provide data updates to staff daily or more frequently via portal

The Data



Running a successful program is all about excellent data.

Having data that is complete, accurate, timely and actionable are all extremely important.

Deckard is a data company! We store over half a billion real estate images and monitor every listing in every city worldwide for changes daily. We store terabytes of data and add over one billion new records to our repository each day.

That’s all great – but what does it get you?

How does the Village of Ruidoso benefit from great data?

Great data enables effective outreach. It helps ease people into compliance, but more on compliance below. Deckard’s data collection is unlike any other platform in the industry. While other providers mine a fixed set of platforms, Deckard uses AI systems to scour the web 24/7, continuously searching for new sites with short-term rental listings.

The short-term rental industry is vast, with thousands of sites, brands, providers, and products. But what does it all mean? Below is a sample breakdown of the types of sites, the information available on each, and why it’s essential to look everywhere.



More is more.

We mine every single listing. Every single day.

THEY MINE

60

SITES

WE MINE

10,000

SITES



The Big Guys

Airbnb, Expedia, TripAdvisor, and Booking.com are the four largest advertising platforms for U.S. short-term rentals. However, these platforms often exist in different forms. For example, Stayz.com.au contains identical information to vrbo.com—both are Expedia sites. Stayz.com.au is simply the Australian version. Similarly, Bookabach.co.nz is another version of vrbo.com with a different logo; it's the New Zealand version. All three sites feature the same listings—they just have different branding.

Figure 6 lists the various forms these four platforms take. Note that many of these sites no longer exist; HomeAway.com and CanadaStays.com now simply redirect to VRBO.

Other solution providers that list all these sites as part of the catalog they monitor are just counting the same listings repeatedly, making it appear as though they monitor much more than they actually do.

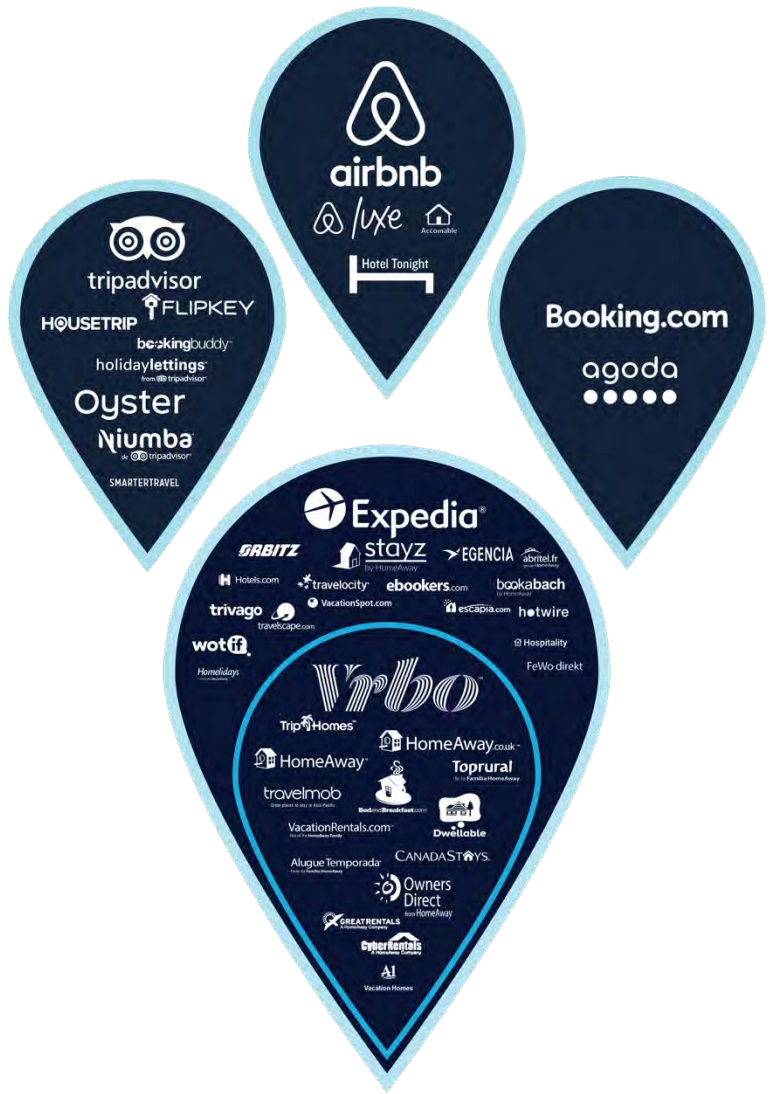


Figure 6: Various guises of the four major STR platforms

The Medium Guys

Deckard also monitors many smaller platforms, primarily specialty advertising sites such as Hipcamp.com, which focuses on camping sites, and BringFido.com, which specializes in pet-friendly accommodations. Another type of mid-sized STR site includes property management companies like Vacasa and Evolve.

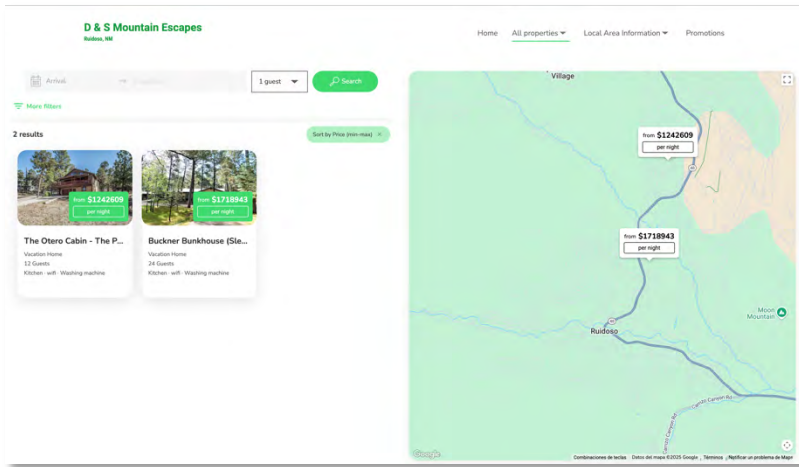
Rentalscape by Deckard regularly tracks listings on Hipcamp, BringFido, HolidayRentalsByOwner, Misterband, Evolve, Vacasa, and hundreds of other mid-sized short-term rental sites. These large property management companies operate nationally and frequently list their properties on both major platforms and their own sites. **Misterbandb advertises around 465 listings in the Village of Ruidoso and many of their bookings are taken directly on their platform. Evolve has a presence in the Village of Ruidoso with 183 listings.**

The Local Guys

Rentalscape is the only platform that constantly searches for new sites.

No other provider in the country tracks local property managers or adds new platforms to their data collection daily. In every city, there are some hosts and owners who

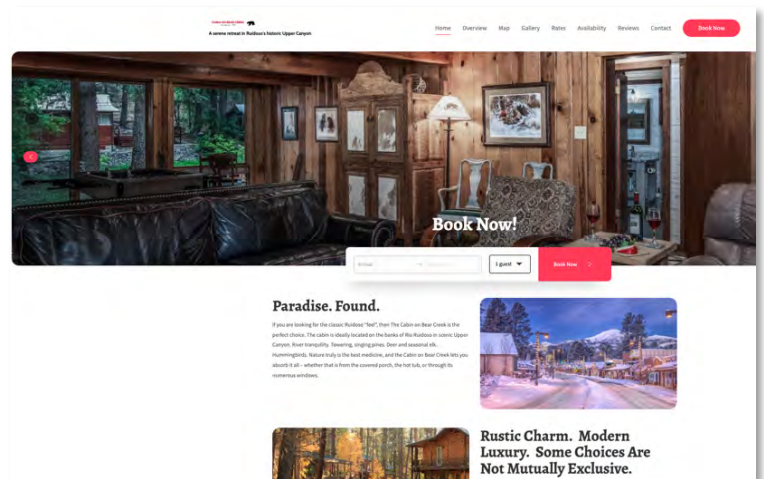
may not adhere to regulations. While some might create their own websites to advertise or shift to smaller platforms to avoid detection, others simply prefer to use local sites. The local sites we track in the Village of Ruidoso include ruidosocabin_serendipityhaven.com, altapropertiesllc.com, holladayvacationrentals.com, dsmountainescapes.com, relaxruidoso.com, helmly.net.



In Ruidoso we have been tracking short-term rental sites for years.

D&S Mountain Escapes lists 2 properties in Ruidoso and we track all activity on both of them every day.

Alta Properties lists a single property and we track it too. **We are looking for new sites every day and if someone lists it in Ruidoso, we will find it.**



The Data Store

Rentalscape is the only system that continuously monitors short-term rental listings. It's the only platform that closely tracks every calendar and booking, ensuring that even last-minute reservations are captured. Without frequent monitoring, identifying these late additions would be impossible.



FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 7 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left shows both past and future bookings. When two bookings are made back-to-back, they are highlighted in a different color (note change in color on March 9-10). The nightly rate is shown on all bookings along with the date the booking was made. To the right, the booking from April 21 to 25 was taken by the host on October 27, 2024.

Figure 7: Rentalscape Calendar

The Deckard AI platform consists of thousands of computers running 24/7, mining data and analyzing the results with AI. It holds over half a billion images, nearly a billion short-term rental screenshots, and trillions of data records.

This system is the foundation for improving compliance. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure near-total compliance in the Village of Ruidoso.

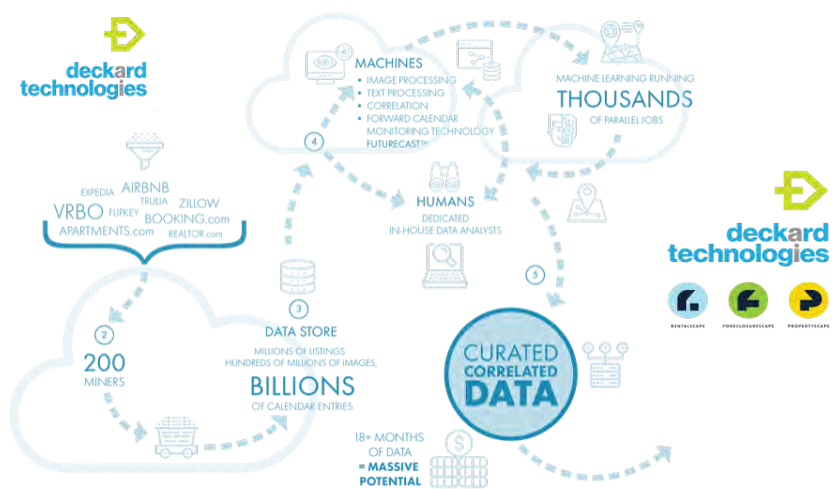


Figure 8: Deckard AI Platform

The Artificial Intelligence



Having the only system that mines every short-term rental listing every day is just part of the solution. Rentalscape discovers thousands of new images each day.

Rentalscape processes over a billion new data records daily. This data volume is far beyond what can be managed by humans alone. This is why at Deckard we have built a massive machine learning system that leverages extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our vast real estate data store doesn't just contain short-term rental data—it includes real estate sales, long-term rentals, street view data, county property records, property sales information, and ownership details, all fed into our AI system.

To date, our analysts have already matched over 3,021 short-term rental listings with the exact property addresses within the Village limits. We have approximately 472 listings yet to be mapped. Within a couple of months of engaging with the Village of Ruidoso we expect to have over 95% of listings for registered properties correctly identified. In the same timeframe, we also anticipate identifying over 80% of the unregistered properties in the City.

Figure 9 shows the Rentalscape map for the **the Village of Ruidoso** where over **1,162** properties have already been identified using our artificial intelligence systems.

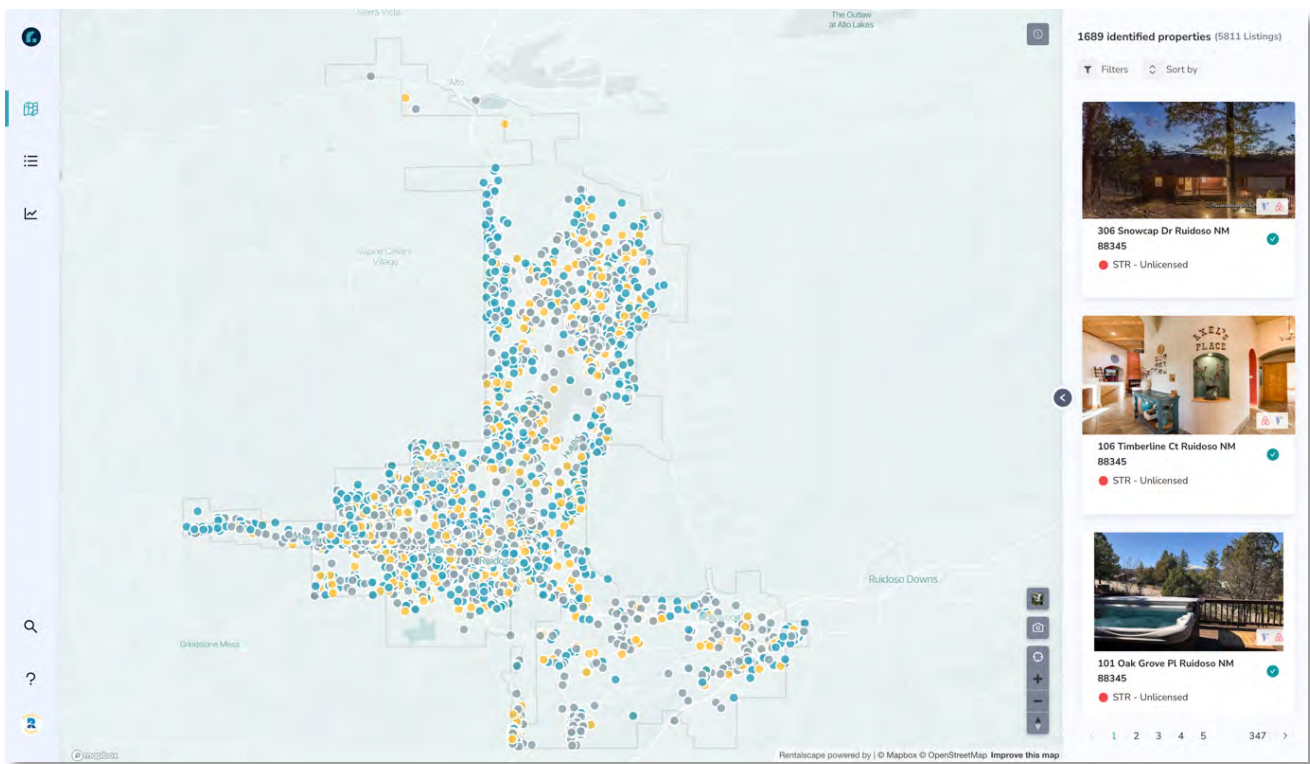


Figure 9: Rentalscape Map of the the Village of Ruidoso



 **airbnb**



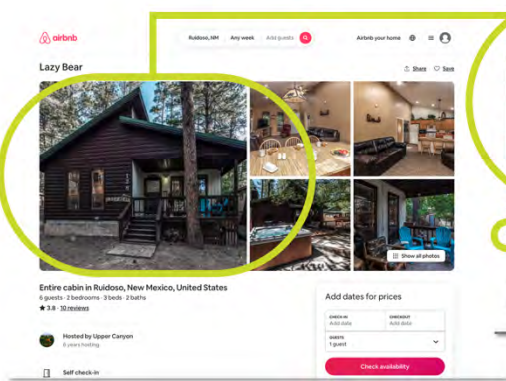
 **Zillow**

Figure 10: Image Matching

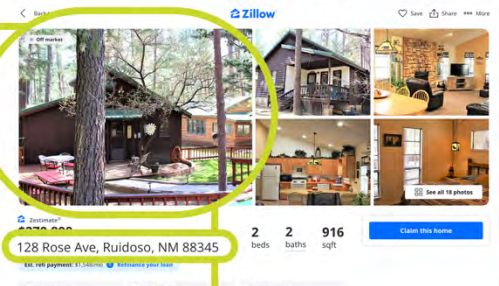
How does it all work? The Rentalscape image matching system is completely unique in the industry. This multi-tiered system can, of course, match identical images, but the real magic is lies in the ability to match two different images of the same scene, whether internal or external. As shown in Figure 10 above, the Rentalscape image matching identified two different photos of the same property taken from different angles as being the same house. The system reviews every photo of every short-term rental in Ruidoso, and since we have processed over 3,403 listings, that amounts to more than 11 million comparisons. Leveraging Zillow listings—where precise addresses are publicly available further enhances our efficiency, allowing us to pass cost savings on to our clients and achieve an operational speed about three times faster than the industry average. With our extensive real estate and street view data, a powerful computing platform is essential to manage this workload. Fortunately, Rentalscape’s advanced computing infrastructure operates around the clock, 365 days a year, matching every STR listing to its exact address/parcel number.

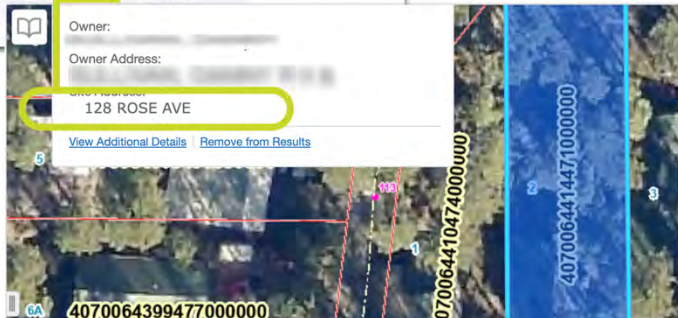
Figure 11 shows how Rentalscape matches an Airbnb listing in the Ruidoso to a Zillow listing and most importantly it is also matched to the exact county parcel record.

Airbnb Listing



Zillow Listing





Lincoln County Parcel Data

Figure 11: Zillow Matching

Supervised machine learning requires ground truth—the more, the better. Ground truth must be incredibly accurate, and the more data available, the better the results. **This is why Deckard employs over 50 in-house data analysts who meticulously check every AI result with human eyes and continually feed the machine learning system with additional ground truth.** Our analysts have manually verified over 300,000 short-term rental properties to ensure the accuracy of our data.

No other company invests as heavily into address mapping technology, nor does any other company employ as many full time, in-house analysts as Deckard!



When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has meticulously verified every aspect of the property – the address, the structure, the license, the owner – everything has been thoroughly checked.



Rentalscape is widely praised by its users for uncovering insights that would otherwise be impossible to obtain. It streamlines the work of compliance officers and tax collectors nationwide, ensuring both accuracy and efficiency. Far from simply making the job easier, Rentalscape transforms short-term rental management into a genuinely enjoyable process. By continuously processing massive amounts of real-time data, the platform delivers comprehensive oversight and valuable intelligence, placing it well ahead of competing solutions



103 Abbey Pl Ruidoso NM 88345



● STR - Unlicensed

Figure 12: Rentalscape verified property

3. Proposed Registration and Lodger's Tax Portal Meets or Exceeds Specifications

At a minimum the Registration and Lodger's Tax portal must be:

- Easy to navigate for users
- Customizable for the variable needs of the Village
- Able to generate daily reports
- Able to easily track and manage delinquent accounts

STR Registration & Renewal Portal

The STR Registration and Renewal Portal - [Web-based and Mobile-enabled Online] is an intuitive, user-friendly, and fully configurable system for STR registration. This portal allows STR owners and property managers to register their short-term rental properties with minimal effort. The portal is designed to accommodate both small single-property operators and large property managers with multiple properties.

The STR registration portal syncs all data with the local jurisdiction's Assessor Parcel Number, ensuring that only properties with parcels in your community can register. This eliminates the need for activation codes or support from Village/Vendor. However, if assistance is needed, the Deckard team is always available to provide support to the property manager or property owner as needed.

The STR registration portal also tracks properties using GIS shape files, allowing specific neighborhoods or residential zones to be included or excluded from the ability to register, even identifying exempt properties. The registration system can be configured to accept affidavits of compliance, copies of insurance coverage, any documents required, acknowledgment of the submission of a tax registration forms to Village, along with any other configuration or affidavit necessitated by the Village.

Case Study: Placer County, CA, has over 5,000 short-term rental properties with more than 11,000 STR listings associated with them. The simplicity of the Rentalscape Registration Portal enabled the Deckard Technologies team, on behalf of Placer County, to identify, conduct outreach, and register over 5,000 properties in under four weeks with minimal need for human interaction.

Configuration of this portal to include the Village of Ruidoso branding.

- Adding custom fields such as occupancy rules specific to the Village (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular configured daily reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the Village wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows Village staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration** portal also allows STR operators to update contact details for themselves, their property managers, and their local contacts. Rentalscape sends an email notification to both the applicant and the Village for each new application received and every permit approved. Additionally, Rentalscape generates a daily report containing the status and details of all permits.

Figure 13 below shows the Placer County Lodging Tax Certificate system showing Placer County specific fields.

The Rentalscape staff will work with the Village of Ruidoso to configure the registration system as needed.

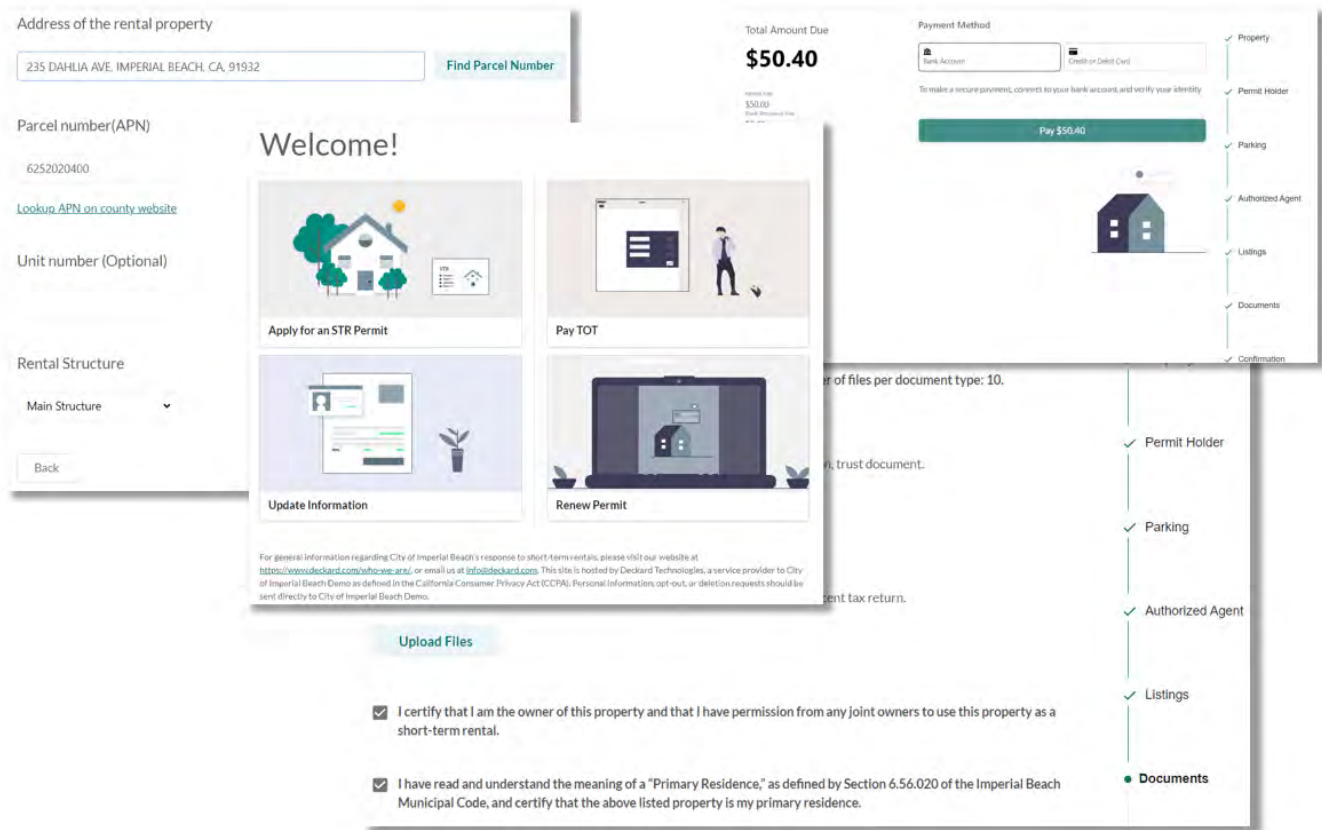
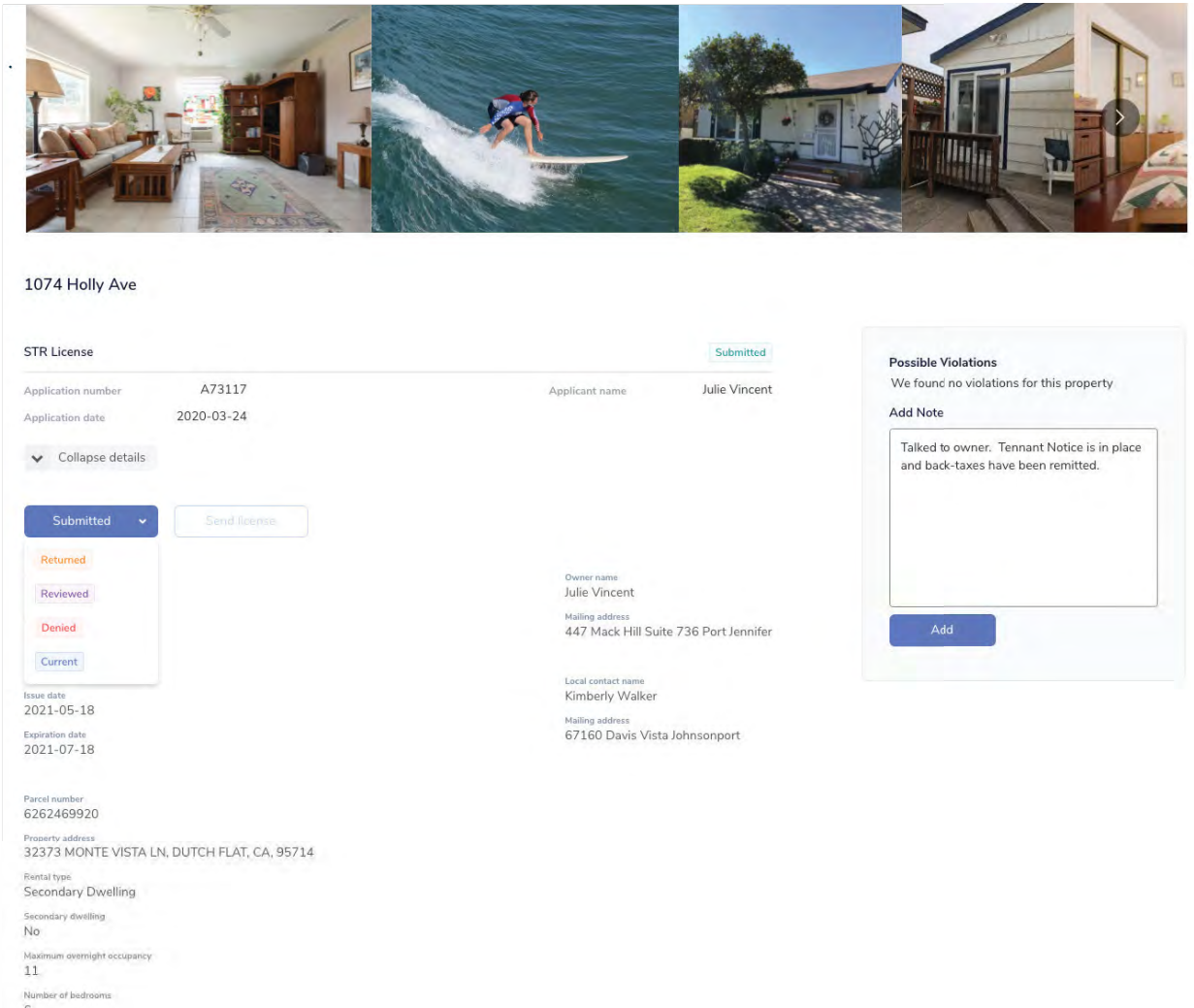


Figure 13: Rentalscape STR Registration System

Permit/License Management

The Rentalscape Village Permit Management portal provides Village staff with comprehensive tools to manage short-term rental (STR) permits and applications. Through the portal, staff can view permits, update permit statuses (approve, deny, or revoke), and add notes. Each STR permit is automatically linked to identified STR listings that match the permit address, ensuring accuracy through APNs and unit numbers. Additionally, the system tracks permit statuses, allowing staff to easily identify and flag expired or delinquent permits for further action."

The ability to track permits effectively is crucial for managing a successful STR program. This functionality is an integral part of our registration portal, streamlining the oversight of permits and enhancing the overall efficiency of program administration.



1074 Holly Ave

STR License Submitted

Application number A73117 Applicant name Julie Vincent

Application date 2020-03-24

▼ Collapse details

Submitted ▼ Send license

Returned

Reviewed

Denied

Current

Owner name Julie Vincent

Mailing address 447 Mack Hill Suite 736 Port Jennifer

Local contact name Kimberly Walker

Mailing address 67160 Davis Vista Johnsonport

Issue date 2021-05-18

Expiration date 2021-07-18

Parcel number 6262469920

Property address 32373 MONTE VISTA LN, DUTCH FLAT, CA, 95714

Rental type Secondary Dwelling

Secondary dwelling No

Maximum overnight occupancy 11

Number of bedrooms 6

Possible Violations
We found no violations for this property

Add Note

Talked to owner. Tennant Notice is in place and back-taxes have been remitted.

Add

Figure 14: Rentalscape Permit Details Screen showing notes, permit status and details of all permits



Tax Payment Portal

The **Tax Payment Portal** can be used to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system gathers information on the number of nights available for booking and the number of nights booked.

The Rentalscape Tax Payment system is configurable for each jurisdiction and includes automatic calculation of tax due based on the Village's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees if needed.

The Rentalscape Tax Payment system uses Stripe for payment processing, allowing payments by credit card or ACH. Payments are remitted directly to the Village. Our existing customers have seen an increase in tax payments after adopting this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the Village facilitating easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 15 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the Village of Ruidoso to configure the Tax Payment system as needed.

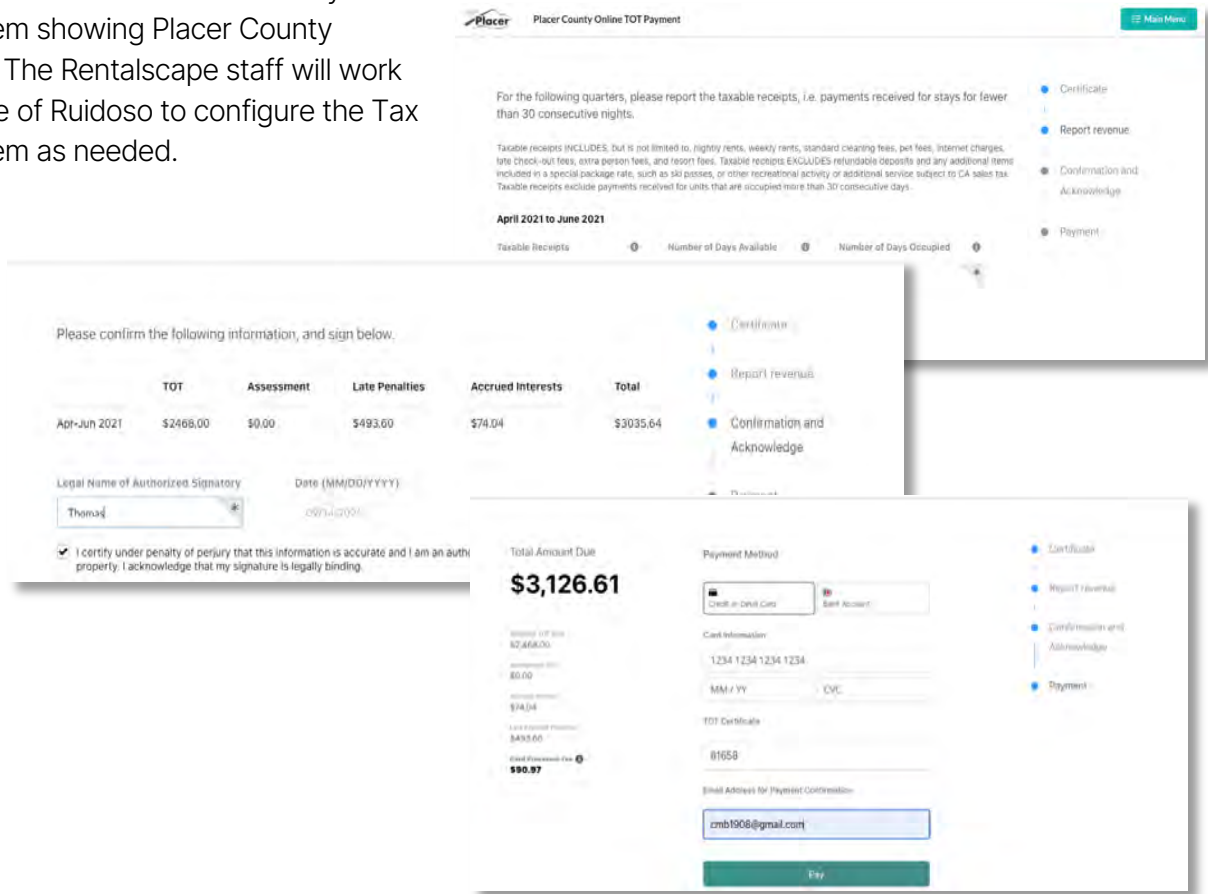


Figure 15: Rentalscape Lodging Tax Payment System



The cornerstone of an effective audit tool is accurate calendar data. Without precise booking information, it is impossible to determine the true revenue generated by a short-term rental. Our system addresses this by scraping calendar data daily, which is crucial for several reasons: First, daily rates fluctuate, so the system must capture both the booking date and the rate at which the night was booked. Second, it's essential to differentiate between revenue-generating nights and owner stays or blackout dates. Our system's sophisticated algorithms work behind the scenes to accurately distinguish between these types of nights, ensuring the audit tool reflects the rental's true revenue. Additionally, we can identify which platforms are creating these revenue-generating nights, offering deeper insights into market dynamics—see Figure 16 below.

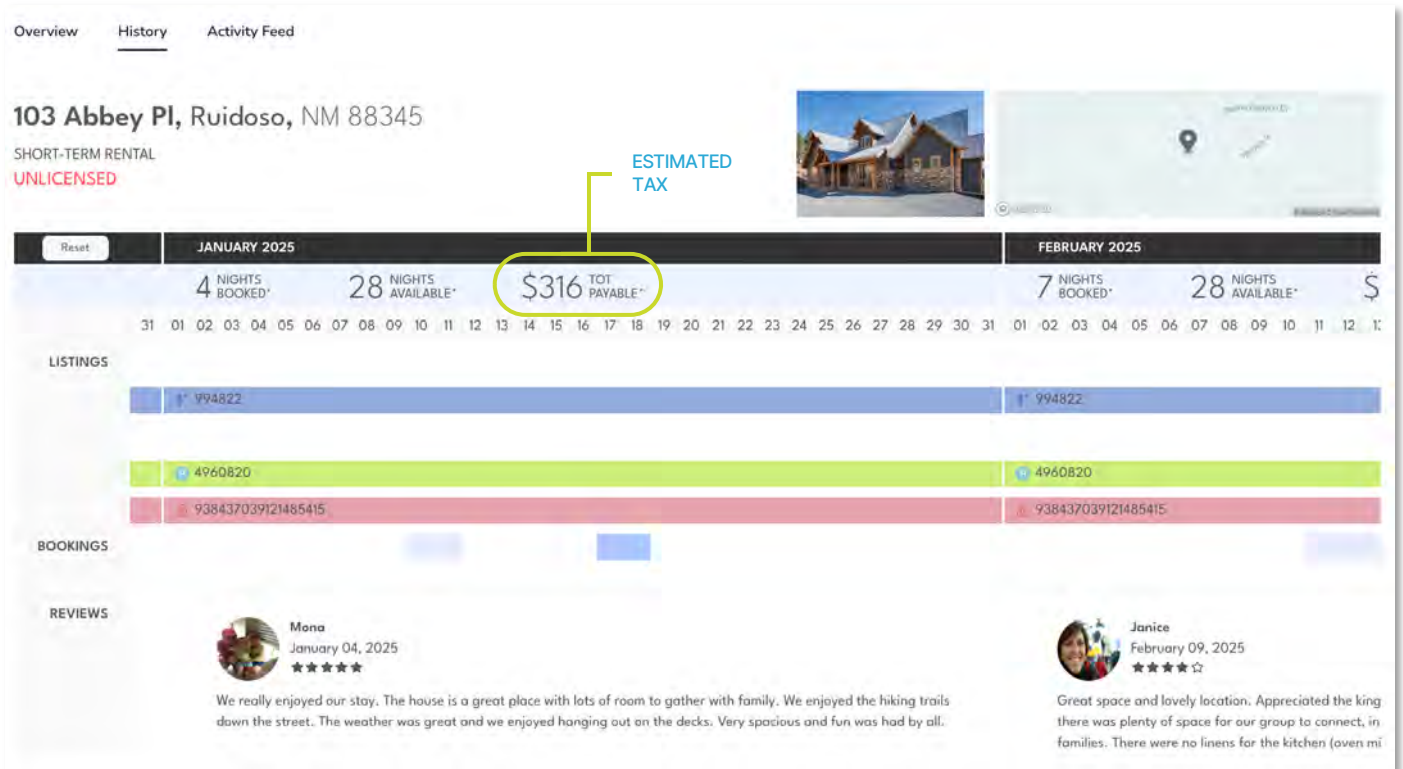


Figure 16: Estimated Tax within our History Viewer for a STR property in Ruidoso

The Deckard Tax system is designed not only to support Village-specific tax configurations but also to enhance tax compliance by comparing the tax remitted by STR operators against our estimated revenue figures. Operators report their revenue directly through the system, and our platform automatically identifies discrepancies between reported and estimated tax amounts. This data is seamlessly integrated into our tax portal, allowing the Village to quickly flag and filter operators who may be remitting less than required, enabling more efficient enforcement and oversight.



Figure 17: Estimated Host revenue for a specific property

4. Proposed Public Information Portal Meets or Exceeds Specifications

At a minimum the Public Information Portal must:

- Provide real-time information updated daily or more frequently containing contact information and location of permitted STRs
- Be easily accessible on the internet and linkable to Village website
- Have an intuitive and user-friendly interface
- Be customizable to the variable needs of the Village

STR Constituent Portal

The Rentalscape STR Constituent Portal is an intuitive, user-friendly public map that displays all permitted short-term rentals in the Village, updated daily (or even more frequently) to maintain accurate, real-time data. The portal includes key details like property owner and emergency contact information and can be fully branded to match the Village’s website, providing seamless integration and easy accessibility. Additionally, it supports a range of customization options, enabling the Village to tailor what information is shown and how it’s organized, including links to the short-term rental registration system.

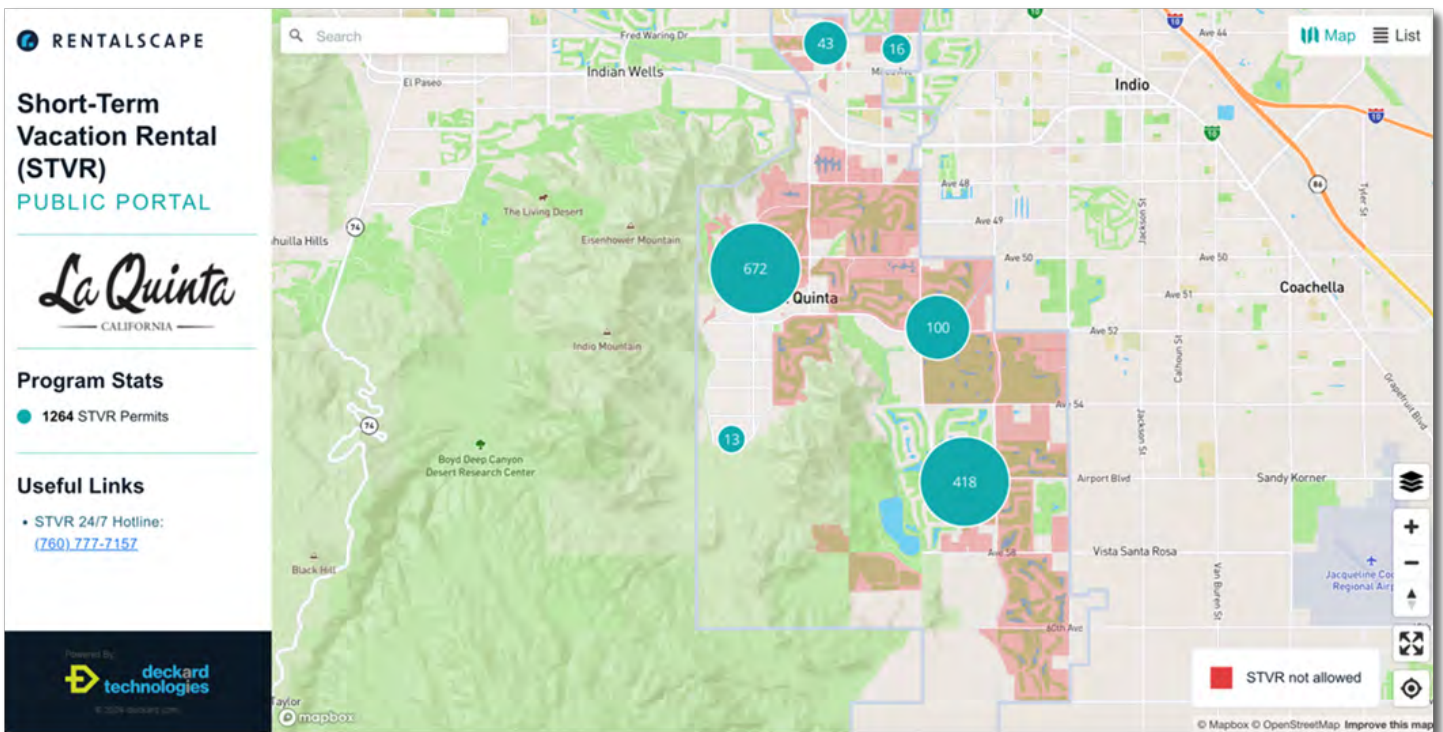


Figure 18: Rentalscape STR Constituent Portal Example

5. Proposed Online Complaint Form and Call Line Meets or Exceeds Specifications

At a minimum the proposal must provide an Online Complaint Form and Call line that:

- Allows for complaints regarding STR guests and operations to be registered online
- Offers a 24/7 monitored and responsive call line integrated with Village of Ruidoso public safety dispatch
- Has capacity to immediately follow up with local contacts to respond to and resolve non-emergency issues
- Reports complaints and resolution status to staff daily via staff portal

24/7 Complaint Line & Online Form

The Rentalscape 24/7 Complaint Line is available to field complaints from the public related to short-term rentals. The Complaint Line operates 24/7 with live, U.S.-based bilingual call takers and can be integrated with Village of Ruidoso public safety dispatch. The call taker collects the necessary information (e.g., address, property owner, type of incident, date of incident, etc.) and contacts the designated Village contact and/or the emergency contact for the owner/host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence (photos, videos, audio files, etc..) for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department daily.

Complaint Line services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local city contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Figure 19: Rentalscape Online Complaint Form

c) Business Specification

6. Signed Campaign Contribution Form (Appendix B)

7. Debarment Certification (Appendix G (F))

8. Non-Collusion Affidavit (Appendix H (G))

9. New Mexico Preferences (If Applicable)

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.



“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature Date

Title (position) —OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

 _____
Signature Date 2-26-2015

CHIEF FINANCIAL OFFICER
Title (Position)



APPENDIX F – DEBARMENT CERTIFICATION

RFP# 2025-008P Short-Term Rental Software and Services Company

Certification Regarding Debarment, Suspension, and Other Responsibility Matters


The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Thomas E. Hemmings Chief Financial Officer

 Typed Name & Title of Authorized Representative

2-26-2025 
 Date Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP# 2025-008P Short-Term Rental Software and Services Company

STATE OF Nevada)
)
COUNTY OF Clark) SS

Thomas Edward Hemmings being first duly sworn, deposes and says:

That he/she is Chief Financial Officer of Deckard Technologies, Inc.
who submits herewith to the Village of Ruidoso, a proposal/bid:

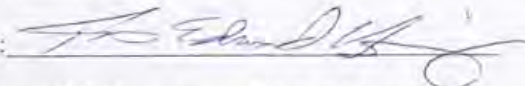
That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

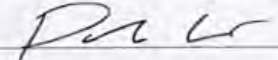
That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

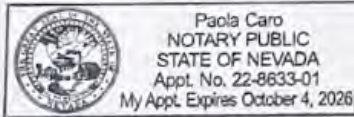
1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: 

SUBSCRIBED and sworn to before me this 26th day of February 2025

Notary Public: 

My commission expires: 10/04/2026



G. Other Supporting Material



Example of a recent successful STR program

On January 3, 2023, Deckard Technologies replaced Avenu Insights as the provider of Short-Term Rental Identification and Management Services for South Padre Island, Texas—a premier beach destination with a high-demand short-term rental market. This successful transition highlights our expertise in implementing large-scale compliance and monitoring solutions. Managing a dynamic market like South Padre Island has provided invaluable real-world experience directly applicable to Ruidoso, which had over **4,939 active short-term rental listings** last year. The best practices we’ve developed in large projects like these equip Deckard to help Ruidoso effectively manage its short-term rental marketplace in compliance and a streamlined revenue collection efforts.

In just 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000** short-term rental listings across more than **3,000** properties. South Padre Island started using Rentalscape on January 18 – just 15 days after finalizing their contract!

How is this possible? **It’s because Rentalscape by Deckard is the only platform that tracks short-term rental activity for every town, city, county, and state in the U.S.—not just for our customers, but for every single jurisdiction in the country. Rentalscape is already configured and live for the Village of Ruidoso – we just need to give you access.** Our competitors typically take months to build and configure a system for tracking your short-term rentals, all while charging you for a service that has yet to be built. With Rentalscape, you get a solution within weeks of signing the contract.



Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and launch a new registration program. While this is uncommon, South Padre Island took this bold step to ensure that registered properties were well managed. Deckard configured South Padre Island’s Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live before May 1. After identifying over 95% of all short-term rentals on the island and with the help of the Rentalscape Outreach Campaign, we received over 2,300 license applications between May 1 and October 1, with more than 1,000 submitted in the first 24 hours of the new system going live.



Figure 20: Compliance in South Padre Island

After four years with Avenu Insights, South Padre Island had 72% compliance in short-term rental registration as of April 2023.

By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.



References

We believe that **continuous innovation** is essential to meeting the challenges of today and tomorrow. We are proud of our achievements and solutions, which enable cities and counties to manage short-term rental activities and ensure that local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

Town of Mount Pleasant, SC

JANE YAGER-BAUMRIND
PLANNING & DEVELOPMENT

jyager-baumrind@tompsc.com
843-884-1229

PRODUCT:
RENTALSCAPE, STR REGISTRATION PORTAL

City of Salt Lake City, UT

ANTONIO PADILLA
BUILDING SERVICES MANAGER

antonio.padilla@slcgov.com
801-535-6042

PRODUCT:
RENTALSCAPE

City of Galveston, TX

BRYSON FRAZIER
CHIEF FINANCIAL OFFICER

bfrazier@galvestonparkboard.org
409-797-5137

PRODUCT:
RENTALSCAPE, REGISTRATION/PERMIT PORTAL, TAX PORTAL, 24/7 COMPLAINT & ONLINE FORM

City of Lawton, OK

CHARLOTTE BROWN
COMMUNITY SERVICES DIRECTOR

charlotte.brown@lawtonok.gov
580-581-3360

PRODUCT:
RENTALSCAPE, TAX COLLECTION PORTAL, REGISTRATION PORTAL, OUTREACH, COMPLAINT PORTAL, PUBLIC PORTAL, 24/7 HOTLINE, FORECLOSURESCAPE

City of Westminster, CO

ARIC OTZELBERGER
OPERATIONS MANAGER

aotzelbe@cityofwestminster.us
303-658-2122

PRODUCT:
RENTALSCAPE

Placer County, CA

DOUG JASTROW
REVENUE SERVICES MANAGER

dwjastro@placer.ca.gov
916-543-3945

PRODUCT:
RENTALSCAPE, OUTREACH CAMPAIGN, REGISTRATION, TAX, AND PUBLIC PORTAL

The Team



A successful short-term rental program only works through close and continual collaboration.

Unlike our competitors, Deckard provides direct access to all the senior staff. The executive team frequently travels to meet our clients, speak at town meetings, and continually incorporate feedback into our products. We are always seeking improvements in our systems, and this is only possible by working directly with our customers.



At Deckard, you receive the direct cell phone numbers of your Client Success Representative and our executive team. We prioritize building strong relationships with our customers and are committed to ensuring success at every level. When you reach out to us—whether for support, assistance with enforcement, or to suggest system enhancements—you'll always connect with a dedicated team member, never a call center.



Nick Del Pego

Chief Executive Officer
EXPERIENCE: **25 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick's career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs. Nick demonstrates his commitment to client engagement by sharing his personal cell phone on LinkedIn.



Jessica Flanagan

Chief Technical Officer
EXPERIENCE: **16 YEARS**

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build. Jess will provide strategic oversight to ensure Ruidoso's short-term rental platform is built and maintained to the highest technical standards.



Tony Moriarty

VP of Data Science
EXPERIENCE: **16 YEARS**

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open-Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market. Tony will ensure Ruidoso's data remains the strongest foundation for accurately identifying and analyzing short-term rentals.



Dustin Reilich

VP Sales & Govt Affairs
EXPERIENCE: **31 YEARS**

As the head of Sales, Dustin brings decades of government experience to the Deckard team. His far-reaching experience has taken him to every city and county in California, as well as countless other jurisdictions nationwide. He is passionate about staying involved throughout the implementation process to ensure his clients get exactly what he promised, and more.



Melissa Mejia

Director of Client Success
EXPERIENCE: **20 YEARS**

Melissa, our Director of Client Success, leverages 20+ years in real estate appraisal to drive results. Her strategic client engagement, data-driven decisions, and client-centric leadership have boosted retention and business growth. She believes clients are a business's heart and leads her team to deliver exceptional experiences, exceeding expectations for mutual success.



Dana Lorimer

Snr Client Success Manager
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



Rob Piskorowski

Central Region Director of Sales
EXPERIENCE: **7 YEARS**

Rob is a detailed-oriented sales professional with over 15 years in SaaS markets. A graduate from Daniels College of Business (MBA '09), Rob enjoys in-depth solutions for his working partners while injecting a bit of humor. In his spare time, Rob lives the active Colorado lifestyle with his wife and son.



Eric Brandenburg

Dir Project Management
EXPERIENCE: **24 YEARS**

Eric Brandenburg is a highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep cybersecurity knowledge make him an indispensable asset to elevate your project.

Pricing Proposal

Currently, Rentalscape is showing close to **3403 live STR listings in the Village of Ruidoso**. Based on the number of live STR listings, we estimate there are **1500+ short-term rental properties in the Village**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis**. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.





Base Product Pricing

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
<ul style="list-style-type: none"> • Identify property & address • Identify property owner address • Real-time reporting of all new listings & frequent calendar monitoring • 10,000+ Websites monitored Daily, worldwide • FutureCast™ - Identify future bookings as they are made on the rental platform • See page 20 – The Rentalscape Portal 	<p>\$37,500 Annually</p>
INSPECTION MODULE	
<ul style="list-style-type: none"> • Enables field agents to create notes, comments, complaints, or tickets directly from the field during the inspections (mobile enabled) • Record inspection data, including notes and complaints • E-mail inspection results to property owners and Village staff • See page 24 – Inspection Module 	<p>\$8,000</p>
OUTREACH CAMPAIGN	
<ul style="list-style-type: none"> • Letter campaign to inform STR illegal operators regarding compliance requirements and procedures • All letter templates will receive Village approval pre-campaign • Campaign includes one Introductory letter and two additional escalation letters • See page 25 – Letter Campaign 	<p>\$15,000</p>
STR REGISTRATION PORTAL	
<ul style="list-style-type: none"> • Online, intuitive portal for registration and renewal • Fields configurable to meet Village needs • Identify properties that need registration fee • Provide daily reports on new and modified permits • See page 33 – Registration Portal 	<p>\$15,000</p>
TAX PAYMENT PORTAL	
<ul style="list-style-type: none"> • Easy to use online tax payment portal • Configurable tax, late fee and interest rates on a per-property basis • Provide daily reports on tax payments and remittances to the Village • See page 36 – Tax Payment Portal 	<p>\$15,000</p>
CONSTITUENT PORTAL	
<ul style="list-style-type: none"> • Public facing portal (Link placed on Jurisdiction’s website) • Permit/Licensing Data and Responsible Party Contact Info for every STR Property (Standard) • See page 38 – STR Constituent Portal 	<p>\$8,000</p>
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
<ul style="list-style-type: none"> • 24/7 US bilingual (upon request) call center with live agents – Premiere • Online complaint form (Complaint Form only \$2,000) • See page 39- 24/7 Complaint Line & Online Form 	<p>\$18,500</p>
TOTAL YEAR ONE	<p>\$117,000</p>



REPORTING & ANALYSIS

- On Demand, Dynamic reporting, offering multiple ad hoc reports
- Filters allowing users to focus on specific segments of the STR population

INCLUDED

DEDICATED ACCOUNT MANAGER

- Single Point of Contact for Village staff for all matters
- Ensures the Village is following Industry best practices
- Shepherds the implementation process from start to finish
- Periodic meetings/calls throughout the life of the account

INCLUDED

UNLIMITED ACCOUNTS & TRAINING SESSIONS

- No limit on the number of Rentalscape user accounts
- No per-session training costs
- Single Sign-On (SSO) available
- Dedicated client support staff available to assist with customer request

INCLUDED

Note: Pricing valid for 90 days

Note 2: Pricing Confidential

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: April 1, 2025

Re: Discussion on Award of RFP #2025-009P for Water Rights Attorney Services to Modrall, Sperling, Roehl, Harris & Sisk, P.A.

Item Summary:

Discussion on Award of RFP #2025-009P for Water Rights Attorney Services to Modrall, Sperling, Roehl, Harris & Sisk, P.A.

Financial Impact:

Funding for the water rights attorney services have been budgeted in the RJU Enterprise Fund's Contract Legal Fees line item (502-212-52001).

Item Discussion:

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 2/20/25.

One (1) firm drew down on the RFP from the Village of Ruidoso website.
No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Modrall, Sperling, Roehl, Harris & Sisk, P.A.

One addendum was issued for a correction to the Scope of Work.

Proposal Submission Deadline was 03/17/25 at 3:00 pm.

One (1) Proposal was received to be evaluated:

- Modrall, Sperling, Roehl, Harris & Sisk, P.A.

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- Proximity to or Familiarity with the Contracting Agency- 25 Possible Points.

Recommendations:

To Discuss Award of RFP #2025-009P for Water Rights Attorney Services to Modrall, Sperling, Roehl, Harris & Sisk, P.A.

ATTACHMENTS:

Description

Evaluation Committee Report

Summary

EVALUATION COMMITTEE REPORT	
RFP TITLE	Water Rights Attorney Services
RFP NUMBER	2025-009P
DATE OF REPORT	3/21/25
AUTHOR	Christy Coker
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

- written by the purchasing lead or designee,
- approved by the evaluation committee,
- signed by the evaluation committee,
- And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Water Rights Attorney Services for the Village of Ruidoso.

The Village is conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix F of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 2/20/25.

One (1) firm drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Modrall, Sperling, Roehl, Harris & Sisk, P.A.

One (1) addendum was issued for a correction to the Scope of Work.

Proposal Submission Deadline was 03/17/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposal was received to be evaluated:

- Modrall, Sperling, Roehl, Harris & Sisk, P.A.

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- Proximity to or Familiarity with the Contracting Agency – 25 Possible Points
Offerors must provide a summary of their understanding of this project. Offeror should demonstrate their knowledge of the Village of Ruidoso and the unique challenges that the area faces.
- General Qualifications – 25 Possible Points
Offerors shall provide a resume of their firm’s general qualifications and experience working on projects similar to the Scope of Work for this RFP. Offeror must be a member of the New Mexico Bar Association and must have no less than ten (10) years' experience in the practice of Law pertaining to the Scope of Work and provide license(s) or certificates affirming such criteria.
- Specific Qualifications – 25 Possible Points
The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience with Federal and New Mexico Water Laws.
- Experience with Similar Projects – 25 Possible Points
The Offeror shall provide a list of two (2) projects previously completed which were similar to the Scope of Work..

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Adam Sanchez	Village of Ruidoso – Public Works Director
Jaquelyne Pena	Village of Ruidoso –Water Resource Manager
Yvonne Vigil	Village of Ruidoso – Deputy Village Clerk
Zach Cook	Village of Ruidoso – Attorney

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)

Reason for Meeting	Date of Meeting	Summary of Meeting
---------------------------	------------------------	---------------------------


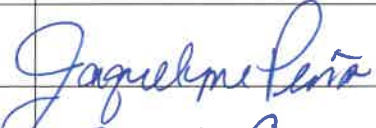


Evaluation Committee Kick Off Meeting	3/17/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	3/21/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all the requirements of this procurement. Modrall, Sperling, Roehl, Harris & Sisk, P.A. scored high and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2025-009P for Water Rights Attorney Services to Modrall, Sperling, Roehl, Harris & Sisk, P.A..

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Adam Sanchez	agree		3-25-25
Jaquelyne Pena	agree		3-26-25
Yvonne Vigil Zach Cook	agree		3-26-25
Zach Cook Yvonne Vigil	agree		3-26-25

EVALUATION CRITERIA Summary Totals
3/21/2025 @ 3:00 PM

CRITERIA AND POINT VALUES FOR RFP #2025-009P Water Rights Attorney Services

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Modrall, Sperling, Roehl, Harris & Sisk, P.A.
B. Technical Specifications		
1. Proximity to or Familiarity with the Contracting Agency Offerors must provide a summary of their understanding of this project. Offeror should demonstrate their knowledge of the Village of Ruidoso and the unique challenges that the area faces.	25	24
2. General Qualifications Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP. Offeror must be a member of the New Mexico Bar Association and must have no less than ten (10) years' experience in the practice of Law pertaining to the Scope of Work and provide license(s) or certificates affirming such criteria.	25	24
3. Specific Qualifications The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience with Federal and New Mexico Water Laws.	25	25
4. Experience with Similar Projects The Offeror shall provide a list of two (2) projects previously completed which were similar to the Scope of Work.	25	25
C. Business Specifications		
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass
5. New Mexico Resident Business Preference	8	8
6. New Mexico Resident Veterans Preference	10	
TOTAL POINTS:	110	106


 Purchasing Agent

3/21/2025
 Date

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: April 1, 2025

Re: Discussion on Professional Services Agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A. for Water Rights Attorney Services Awarded through RFP #2025-009P.

Item Summary:

Discussion on Professional Services Agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A. for Water Rights Attorney Services Awarded through RFP #2025-009P.

Financial Impact:

Funding for the water rights attorney services have been budgeted in the RJU Enterprise Fund's Contract Legal Fees line item (502-212-52001), available balance \$50,000.00.

Item Discussion:

RFP #2025-009P was awarded to Modrall, Sperling, Roehl, Harris & Sisk, P.A. during the April 8, 2025 Regular Council Meeting. Based on the approval of the single-award RFP, we are requesting to enter into an agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A. for water rights attorney services.

Recommendations:

To Discuss Agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A. for Water Rights Attorney Services Awarded through RFP #2025-009P.

ATTACHMENTS:

Description
Agreement

PROFESSIONAL SERVICES AGREEMENT FOR Water Rights Attorney Services

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Modrall, Sperling, Roehl, Harris & Sisk, P.A., hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
ATTN: Maria O’Brien
Title: Shareholder/Director
Street: 500 Fourth Street NW, Suite 1000
City, State, Zip: Albuquerque, NM 87102
Phone: 505-848-1803
Email: mob@modrall.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2025-009P Water Rights Attorney Services and the Consultant’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. “Business Hours” means 8:00 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local body that enters into an Agreement to procure products or services.
- C. “Products and Services Schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state

and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective April 8, 2025 through April 7, 2026, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village,

a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. 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 a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90) days) of that Sub-Consultant meeting or

exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

N/A

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed

under this Agreement. Key personnel shall be:

Maria O'Brien

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

B. Termination for cause and for convenience by the grantee or subgrantee including the

manner by which it will be affected and the basis for settlement.

- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

**Modrall, Sperling, Roehl, Harris & Sisk,
P.A.:**

Lynn D. Crawford, Mayor

Maria O'Brien, Shareholder/Director

Date: _____

Date: _____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP# 2025-009P Water Rights Attorney Services

The Village of Ruidoso desires to enter into a non-exclusive contractual relationship with a practicing attorney to provide legal counsel to the Village of Ruidoso, including but not limited to attending Village Council Meetings, answering questions presented by the Mayor and/or Village Council members and Staff, addressing any water rights legal matter that comes before the Village including, but not limited to, representation of the Village in cases before the New Mexico Office of the State Engineer and in the courts dealing with all aspects of water rights law, including, but not limited to acquisition or transfer of water rights, consumption, crediting and other aspects of water usage and other legal and administrative matters involving the Village's interests in water rights. The ATTORNEY must maintain an office within the State of New Mexico and employ a staff that is adequate enough to respond to the Village's requests within a reasonable amount time. The Village of Ruidoso will pay no retainer and the contract will prohibit the attorney under contract from engaging in litigation against the Village of Ruidoso.

ATTORNEY must be a member of the New Mexico Bar Association and possess a current certification of specialization in water law issued by the New Mexico Board of Legal Specialization and provide proof of the license/certificate with the written proposal.

ATTORNEY must have no less than 10 years' experience in the practice of Water Law in the State of New Mexico.

QUALIFICATIONS

In your written proposal, the following information must be provided to the Village of Ruidoso to allow for an in-depth evaluation of your experience and expertise (See Section IV. C.)

1. Offeror must be a member of the New Mexico Bar Association and must have no less than ten (10) years' experience in the practice of Law pertaining to the Scope of Work and provide license(s) or certificates affirming such criteria.
2. Offerors must provide a summary of their understanding of this project. Offeror should demonstrate their knowledge of the Village of Ruidoso and the unique challenges that the area faces.
3. Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP. Offeror must be a member of the New Mexico Bar Association and must have no less than ten (10) years' experience in the practice of Law pertaining to the Scope of Work and provide license(s) or certificates affirming such criteria.
4. The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience with Federal and New Mexico Water Laws.
5. The Offeror shall provide a list of two (2) projects previously completed which were similar to the Scope of Work.

TECHNICAL PROPOSAL
VILLAGE OF RUIDOSO RFP# 2025-009P

Water Rights Attorney Services

March 17, 2025



MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

500 Fourth Street NW, Suite 1000
Post Office Box 2168
Albuquerque, New Mexico 87103-2168
Telephone: (505) 848-1800

119 East Marcy, Suite 200
Post Office Box 9318
Santa Fe, New Mexico 87504-9318
Telephone: (505) 983-2020

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP #2025-009P Water Rights Attorney Services

Offeror Name: Modrall, Sperling, Roehl, Harris & Sisk, P.A. FEIN# 85-0283491

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 Fourth Street NW, Suite 1000
Albuquerque, NM 87102

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Maria O'Brien
Title Shareholder/Director
E-Mail Address mob@modrall.com
Telephone Number 505.848.1803

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Maria O'Brien
Title Shareholder/Director
E-Mail Address mob@modrall.com
Telephone Number 505.848.1803

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Maria O'Brien
Title Shareholder/Director
E-Mail Address mob@modrall.com
Telephone Number 505.848.1803

5. Use of Sub-Consultants (Select one)

No Sub-Consultants will be used in the performance of any resultant contract OR

____ The following Sub-Consultants will be used in the performance of any resultant contract:

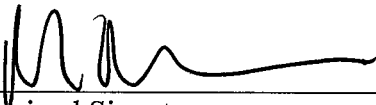
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

N/A

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.



Authorized Signature

(Must be signed by the person identified in item #2, above.)

3/4/25

Date

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6. Debarment Certification

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Other Supporting Material (Certificates of Good Standing).....G

PROPOSAL SUMMARY

Modrall Sperling Roehl Harris & Sisk, PA (“Modrall Sperling”) appreciates the opportunity to respond to the Village of Ruidoso’s (the “Village”) Request for Qualification Based Proposals (“RFP”) for Water Rights Attorney Services issued February 20, 2025. We commit to working with the Village as a team and providing legal services that are responsive, efficient, and cost-effective, and maintain the highest quality standards. Modrall Sperling has a long history of providing legal teams to work with our clients’ in-house counsel, administration and staff on a variety of project types and administrative and litigation needs.

One of the oldest and largest law firms in New Mexico, Modrall Sperling has approximately 52 attorneys and 52 staff members, 15 of whom are paralegals. This size enables our firm to provide a wide range of legal services in virtually all substantive areas of business law, including but not limited to water rights services, and to do so in a manner that provides a deep bench of experience for nearly any situation that the Village might encounter. What that means to the Village is that we are able to build the team to meet the specifics of any matter – from routine to complex – in a quick, cost-effective, and efficient manner.

RESPONSE TO CONTRACT TERMS AND CONDITIONS

Modrall Sperling accepts the contract terms and conditions as outlined in RFP# 2025-009P.

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Modrall Sperling offers no additional terms and conditions to those outlined in RFP# 2025-009P.

RESPONSE TO SPECIFICATIONS

1. Proximity to or Familiarity with the Contracting Agency

Modrall Sperling has greatly enjoyed working with the Village of Ruidoso as water rights counsel over the last year, and strongly desires to continue representing the Village. Modrall Sperling currently represents the Village of Ruidoso with respect to water rights pursuant to a contract entered into with the Village in January 2025. Maria O'Brien, one of the attorneys proposed to work on the matters in this RFP, is the primary attorney working with the Village pursuant to that contract. Modrall Sperling also represents the Village with respect to public finance issues, with Chris Muirhead being the primary contact. Modrall Sperling was also recently awarded an RFP to assist the Village with respect to the Regional Wastewater Treatment Plant (RWWTP) Facility and the Joint Use Board. Given our firm's current and future work for the Village, Modrall Sperling is uniquely positioned to meet the Village of Ruidoso's needs for water rights attorney services.

2. General Qualifications Including License/Certificate

In terms of years of knowledge and experience, Maria O'Brien has been practicing in the water law field for over 25 years. Sarah Stevenson has been practicing in this field for over ten years. Both Ms. O'Brien and Ms. Stevenson are members of the New Mexico Bar Association and have been recognized for their work in the field of water law as discussed in more detail in Section 3 below.¹

Serving public entity clients with regard to their legal needs has been central to Modrall Sperling's mission and practice since the firm's inception more than 85 years ago. A core practice area of the firm during our long tenure has been our water law and natural resources and environmental law practice. That water law experience comes with varied and extensive experience in a wide range of administrative, litigation, and transactional matters. One of the oldest and largest law firms in New Mexico, Modrall Sperling is a full service law firm, bringing both specialized expertise in water law and related arenas as well as the ability to address all needs that may arise for our institutional and public entity clients including general litigation, administrative law, policy development, oil and gas issues, New Mexico water law, United States reclamation law, statutory stream adjudication law, tort claims, reviewing contracts and proposals, advising on personnel matters, and drafting, reviewing, and defending resolutions. Our attorneys are licensed to practice before state and federal courts in New Mexico, as well as the United States Supreme Court.

Modrall Sperling has a long history of working with public entities and our lawyers take pride in and enjoy addressing the challenges faced by our public entity clients. Our work includes representation of the Carlsbad Irrigation District (CID) as general counsel, and the El Paso County Water Improvement District No. 1 (EPCWID), a political subdivision of the State of Texas, with regard to all legal matters of concern. In addition, we represent the Hammond Conservancy District

¹ We provide the summaries in Section 3 in lieu of resumes for each attorney. If the Village requires resumes, please let us know and we will submit.

in northern New Mexico and the Lugert-Altus Irrigation District in Oklahoma. For more than twenty years, we have represented the City of Carlsbad with regard to all matters relating to the City's municipal water supply. We have also advised the City of Rio Rancho regarding water rights and related matters for almost two decades. Our representation of public entities includes public finance, contractual matters and defense of employment, personal injury, and civil rights claims.

Modrall Sperling's attorneys are uniquely positioned to meet all of the Village of Ruidoso's transactional and litigation needs. Our firm has extensive experience in all matters identified in the RFP. That experience includes general litigation involving a broad array of matters including those issues important and relevant to the Village's concerns; negotiation of complex matters including disputes regarding water resources, water rights, and reclamation law; all aspects of administrative permitting; and litigating issues before the New Mexico Office of the State Engineer (OSE), other state administrative agencies, and in state and federal court. Our experience positions us to provide high-quality, cost effective legal representation regarding water issues, reclamation law matters, contract drafting and negotiation, water planning, and litigation; administrative law, tort claims, policy development, oil and gas issues, general litigation, and any other legal matter on which the Village may need advice. Our approach to our legal representation is to use our extensive experience and work in partnership with our clients to proactively address all legal needs. Ours is a proactive and holistic approach, in which we work with our clients to plan, identify options, and try to solve problems before they arise, and to anticipate and be well-prepared for those problems which cannot be solved in advance.

Our broad experience in the public sector and the depth and breadth of experience of our water lawyers make us ideally suited to serve the Village of Ruidoso's interests. We are proud of the legal work we have provided our existing public entity clients within New Mexico and beyond our state's borders, and we would welcome the chance to continue to provide the same high levels of service to the Village. Modrall Sperling's size enables us to provide legal services in all substantive areas of law set forth in the RFP, and do so in a manner that provides a deep bench of experience for nearly any situation the Village may encounter. We are able to build the exact team to meet the specifics of any matter – from routine to complex – in a cost-effective and efficient manner.

The water rights attorneys we are proposing to represent the Village of Ruidoso are members of the New Mexico Bar Association. Certificates of Good Standing are provided under Tab G: Other Supporting Material.

Below is a summary of Modrall Sperling's general qualifications and experience working on projects similar to the Scope of Work for the RFP.

Water Law

Modrall Sperling's water lawyers partner with municipalities, irrigation districts, resource companies, farm and ranch owners, Native American tribes and wind and solar developers to address water rights and water resource issues in New Mexico and the western United States. We have the broad experience necessary to acquire, protect, and manage water rights, including navigating the complex statutory and regulatory state and federal schemes governing permitting, on-going compliance, and litigation where necessary. Because use and management of water rights often implicates water quality and interrelated environmental concerns such as protection of

endangered species, our water lawyers are adept with regard to the interplay of water resource protection, water quality, and issues related to endangered species protection. Accordingly, in addition to deep knowledge and understanding with regard to the regulatory regimes and policies governing water rights specifically, we have experience with federal statutes and regulations, and environmental regulations and ordinances promulgated by Native American tribes, states, and local bodies which affect use and management of water resources and water rights.

Water Rights

To address water allocation, use, acquisition, and protection of water resources, we bring the appropriate experience regarding:

- Acquisition and protection of water supplies for irrigation districts, municipalities, regulated water suppliers, energy, resource, and real estate development projects.
- Negotiation of contracts relating to use and management of water rights and complex agreements relating to settlement of multi-party water disputes.
- Securing and protecting water rights in federal and state court adjudications.
- Negotiation of and counsel relating to contracts and water supply issues within U.S. Bureau of Reclamation (BOR) and U.S. Army Corps of Engineers (USACE) projects.
- Development of long term water strategies and conservation programs for municipalities, political subdivisions, business and industry.
- Counsel regarding all aspects of issues relating to the determination of federal reserved water rights including claims of Native American tribes.
- Assistance in drafting federal and state legislation.
- Management of regulatory compliance and litigation under the Endangered Species Act (ESA), the Clean Water Act and National Environmental Policy Act (NEPA).

We represent public and private entities in stream adjudications throughout the State of New Mexico, and handle water rights disputes in state and federal court and related appeals.

Native American Water Rights

Native American water rights are a significant component of our water resources practice. We have represented tribes, non-Indian water users, and states in adjudications and settlements involving substantial Indian water rights claims. We currently represent the State of Oklahoma in negotiation of the water claims of the Osage Nation and represented the State in litigation and ultimate settlement of the water rights claims of the Chickasaw Nation and the Choctaw Nation of Oklahoma. We represent the Pueblo of Pojoaque in the long-running *Aamodt* adjudication of water rights in northern New Mexico. In the San Juan stream adjudication in New Mexico, we represent Arizona Public Service Company and Public Service Company of New Mexico with regard to the claims of the Navajo Nation, working with the State of New Mexico and the Navajo Nation to ensure that settlement of the Nation's claims and necessary Congressional approval recognized existing state water rights, afforded sufficient protections for those rights and allowed for appropriate state administration.

Energy and Resource Development

Our water rights attorneys assist businesses in acquiring and protecting the water rights needed for their industries. We have worked on contracts, administrative approvals, and litigation in connection with acquisitions of water supply for oil and gas operations and processing, coal,

garnet, copper, and other mines, and coal- and gas-fired generating stations. We represent numerous renewable solar and wind projects in New Mexico on water and siting issues including negotiation of water supply agreements for the first utility scale solar project in New Mexico.

Interstate Issues

Modrall Sperling's water practice includes representing clients on interstate rivers. Our lawyers address interstate water compact issues, interstate allocation issues, and jurisdictional issues. On behalf of the City of Carlsbad, we have negotiated an agreement between the City and New Mexico Interstate Stream Commission regarding storage of interstate waters under the Pecos River Compact. Currently, our representation of EPCWID as the downstream beneficiary in the Rio Grande Project, a federal interstate reclamation project, includes lawsuits in state and federal courts and the United States Supreme Court relating to the Rio Grande Project and the Rio Grande Compact. On the San Juan River in New Mexico, we have represented for over 20 years the interests of the San Juan Generating Station and the Four Corners Power Plant regarding water supply issues which involve the Upper Colorado River Compact.

General Stream Adjudications

Modrall Sperling has a national reputation for strong and effective representation of clients in stream adjudications. As participants in one of the longest-running adjudications in United States history to filing the first-ever stream adjudication in Oklahoma, our attorneys have a deep knowledge of the legal and policy issues and constraints regarding stream adjudications. Modrall Sperling represents the Pueblo of Pojoaque in the *Aamodt* adjudication a 50-year effort to adjudicate the rights in the Nambe-Pojoaque-Tesuque Stream System. Modrall Sperling participated in negotiating the settlement of the Pueblo's water rights, securing Congressional approval of the settlement agreement, entry of the final decree by the federal district court, and obtaining the necessary water rights for the regional water system. As part of the implementation of the settlement of the Pueblo's water rights, we are involved in the ongoing settlement implementation including environmental permitting (NEPA compliance and related matters), negotiation of necessary agreements including a joint powers agreement to facilitate operation of a regional water system, water master rules and regulations, and federal contracts for water.

In addition, we have represented and currently represent clients, including irrigation districts, municipalities, energy interests, large ranching and farming operations, private landowners, schools, and regulated water utilities in stream adjudications throughout New Mexico. The adjudications in which we have represented clients include:

- Pecos Stream Adjudication, *State v. Lewis*, No. CV-WS-1900001 (Fifth Jud. Dist., Chaves Cnty.): We represented the City of Carlsbad with respect to its claims within the CID. We have previously represented water rights owners in the Cow Creek Section. In the Roswell Artesian Basin, we represent CID in the relation-back proceedings.
- Lower Rio Grande Adjudication, *State v. Elephant Butte Irrigation District, et al.*, No. CV-96-888 (Third Jud. Dist. Ct., Doña Ana Cnty.): We represent EPCWID in this adjudication of water rights in the Lower Rio Grande in New Mexico, including the rights of the United States in the Rio Grande Project, an interstate federal reclamation project providing several hundred thousand acre-feet per year of irrigation and municipal water in New Mexico and Texas.

- San Juan Adjudication, *State v. United States et al.*, No. CV-75-184 (Eleventh Jud. Dist. Ct., San Juan Cnty.): We represent the owners of the San Juan Generating State and Four Corners Power Plant in this adjudication involving irrigation districts, three Native American tribes, municipalities, and hundreds of domestic well owners. Issues include the quantification of Native American claims, irrigation rights, municipal interests and Compact issues.
- *Aamodt* Adjudication (Nambe-Pojoaque-Tesuque), *State v. Aamodt, et al.*, No. 66-cv-06639 (D.N.M.): We represent the Pueblo of Pojoaque in this federal court adjudication involving determination of water rights in tributaries to the Rio Grande. The adjudication included the resolution of Native American claims, municipal claims, and claims of surface and groundwater users. A final judgment was entered, after negotiation of a settlement agreement and Congressional approval, but is currently the subject of an appeal to the Tenth Circuit Court of Appeals in Denver.
- Zuni Basin Adjudication, *United States v. A&R Productions, et al.*, No 01-cv-0072 (D.N.M.): We represent a large ranch in the adjudication of the ranch's water rights and were successful in negotiating a subfile order after many years of protracted litigation with the federal government and the State.

U.S. Reclamation Law

Members of our legal team have served as counsel for political subdivisions such as the Carlsbad Irrigation District (CID), the Middle Rio Grande Basin Conservancy District (MRGCD), EPCWID, and Hammond Conservancy District. Our work for EPCWID is centered on reclamation issues central to the Rio Grande Project, a federal reclamation project serving EPCWID in Texas and Elephant Butte Irrigation District in New Mexico. On behalf of EPCWID, which we have represented for over a decade as water counsel and now as General Counsel, we have worked on negotiation of and interpretation of contracts with the Bureau of Reclamation, represented EPCWID in federal court with regard to significant reclamation law issues and currently represent EPCWID as an *amici* in the United States Supreme Court where reclamation law issues are a cornerstone of the interstate dispute between Texas and New Mexico regarding the Rio Grande Project and Rio Grande Compact. We also negotiate and provide counsel relating to contracts and water supply issues within BOR and USACE projects. Our work with CID also involves significant work with BOR and USACE.

With that level of experience, our attorneys have an intimate knowledge of the legal and policy issues and constraints regarding the supply of the Middle Rio Grande Basin. Prior to joining Modrall Sperling in 1998, Ms. O'Brien served as general counsel to the MRGCD for four years. During her tenure with MRGCD, she analyzed and worked with experts regarding the movement and use of water in the Rio Grande from the Colorado line to Texas. She is familiar with BOR operations on the Rio Grande and has in-depth knowledge of the San Juan Chama Project from both the San Juan Basin and the Rio Grande Basin perspective. Both Ms. O'Brien and Ms. Stevenson are also familiar with the underpinnings and workings of the Rio Grande Compact and the Pecos River Compact.

In the context of Modrall Sperling's representation of various entities in the San Juan Basin over the last two decades including Arizona Public Service Company, Public Service Company of New Mexico, and Hammond Conservancy District, the firm has worked on significant reclamation law

issues involving Navajo Reservoir, a BOR Project. In that basin, Modrall Sperling has addressed storage, reclamation contract and direct flow issues, reclamation authority with regard to releases, and participated in negotiations with the BOR, various water users and the State of New Mexico with regard to shortage sharing agreements. The firm's work in the San Juan Basin has also involved significant involvement with regard to endangered species protection including participation in the Recovery Implementation Program and interface with the BOR in that context. Working with Hammond Conservancy District in the San Juan Basin has involved working on water banking issues and reclamation law issues relating to project water supply and crossings within the District by non-project entities.

On reclamation law issues we have also represented a large landowner in Wyoming regarding advice and counsel on acreage limitation under reclamation law. Through the course of our representation of the City of Albuquerque (now Albuquerque Bernalillo County Water Utility Authority) regarding ESA issues on the Rio Grande, the firm analyzed and litigated significant issues under reclamation law. (See further discussion under Section V, Environment and Endangered Species Act.)

Administrative Law

In many ways, administrative law is the heart of our water law practice. We have worked with OSE staff for decades both in complex negotiations and in litigating before the Hearing Unit, and our attorneys, paralegals, and legal assistants are familiar with the staff and the workings of the OSE. We enjoy good working relationships with technical and legal staff not only at the OSE, but also with other state agencies including New Mexico Public Regulation Commission (PRC), New Mexico Interstate Stream Commission, and the New Mexico Environment Department (NMED).

Our administrative experience with respect to water rights and resources includes: preparing and filing applications with the OSE; reviewing legal notices of OSE applications and analyzing the applications; filing protests to OSE applications; participating in contested hearings before the OSE, as applicant and as protestant; and participating in mediations with the OSE. Modrall Sperling attorneys regularly appear before the OSE, the NMED, the New Mexico Oil Conservation Division (OCD), and the PRC. We represent both parties seeking affirmative agency action, and parties objecting to action. In addition, our attorneys have expertise in federal and state administrative procedures laws, with experience handling appeals of administrative decisions in both federal and state courts.

Environment and Endangered Species Act

Modrall Sperling attorneys represent clients in both the public and private sector on compliance with the ESA and state and federal environmental laws, including:

- NEPA processes such as “major federal action” and “federal handles” determinations, identification of and coordination with third-party consultants, preparation of scope of work and related documents, evaluation of applicability of categorical exclusions, environmental assessment versus environmental impact statement reviews, consideration of cumulative impacts, and fulfillment of public participation requirements.
- The Clean Water Act (CWA), including Section 402 National Pollution Detection and Elimination System (NPDES) permitting, Section 404 Dredge and Fill permitting, storm

water permits, citizen suits, compliance and enforcement, wetlands, and jurisdictional waters of the United States.

- Permitting, compliance with Maximum Contaminant Limits and other standards, and handling underground injection control program matters pursuant to the Safe Drinking Water Act (SDWA).
- Groundwater discharge plan permitting, application of water quality standards, abatement plan processes, closure issues, rulemakings, interpretations of jurisdiction, and proceedings before the Water Quality Control Commission (WQCC) and the NMED, as well as litigation and appeals pursuant to the Water Quality Act (WQA).
- Disposition of produced water pursuant to OCD rules.
- Disposal facility permitting and enforcement proceedings pursuant to the Solid and Hazardous Waste Acts (SHWA) in New Mexico.
- Surface Water Bureau programs at the NMED, including federally delegated programs under the CWA.
- Federal and state legislation regarding water quality standards and laws relating to the agricultural sector such as the protection of the exemption relating to agricultural discharges.

Members of our water law team have worked on the permitting of energy and water development projects, including providing counsel on habitat conservation planning, consultation under Section 7 of the ESA, and the adequacy of biological opinions. As part of her work as counsel to ABCWUA, Ms. O'Brien managed litigation involving a failure to consult challenge made by environmental groups to the City's right to use federally permitted water essential to the City's municipal water supply. She provided assistance on the designation of critical habitat for the endangered southwestern willow flycatcher.

Modrall Sperling has worked extensively on endangered species issues in the San Juan Basin since the 1990s, and has been involved with the San Juan Recovery Implementation Program for endangered fish in the basin. We represented BHP Navajo Coal Company in litigation in U.S. District Court in Colorado regarding ESA claims of failure to consult with regard to mining operations in the San Juan Basin relating to both aquatic and terrestrial species. In the course of that work, we assisted with the drafting of biological assessments and biological evaluations relating to both aquatic and terrestrial species. Our attorneys also were involved with the ESA section 7 consultation for the Desert Rock Energy Project, which involved addressing both construction and operational effects on the Mancos milkvetch, Mesa Verde cactus and the Basin's listed aquatic species.

General Litigation

Modrall Sperling's litigation experience is broad, and our attorneys are as fluent before administrative hearing examiners as before the United States Supreme Court. Modrall Sperling attorneys have tried cases in courts across New Mexico.

For the past twenty years, we have continuously served as litigation counsel for the public school district in Albuquerque, as well as those of Santa Fe, Belen, Carlsbad, Roswell, and Farmington on an intermittent basis. We have also provided counsel to numerous public entities including Bernalillo County, Los Alamos County, Sandoval County, and Valencia County regarding the

Open Meetings Act and Inspection of Public Records Act. Our attorneys have been successful in defending claims involving violations of these acts.

We seek to avoid litigation where possible. When litigation is the preferred or only option, both Ms. O'Brien and Ms. Stevenson are skilled and efficient litigators. Ms. O'Brien and Ms. Stevenson are both experienced in hearing and trial practice in state and federal courts, as well as before administrative tribunals. Much of our work with EPCWID has included litigation in state and federal courts, including the United States Supreme Court. We represent the City of Carlsbad and other public entities, and private individuals and businesses, in evidentiary hearings before the OSE, in stream adjudications and lawsuits in state and federal court, and in appeals in both the state and federal systems.

3. Specific Qualifications

Although all Modrall Sperling attorneys are available to serve the Village of Ruidoso as necessary, we have put together a core team to cover the legal areas in which the Village has indicated in its RFP. The firm proposes that our two primary water lawyers, Maria O'Brien and Sarah Stevenson, be available to provide the services to the Village as outlined in its RFP. Ms. O'Brien would be the primary contact for the Village, with Ms. Stevenson available on all matters as necessary. Ms. O'Brien and Ms. Stevenson work as a team for many clients, providing incisive and cost-effective service. We believe having a team of two lawyers, with a designated primary contact, will ensure that at least one is available at all times, and that complex matters receive the attention and analysis they require and deserve. We propose our legal team also include associate attorney Benjamin Rossi and paralegal Charlie Padilla.

Maria O'Brien – NM State Bar ID# 7231

Ms. O'Brien has practiced in the areas of Natural Resources, Environmental and Utility law for over twenty-five years. Her primary focus is on water resources and related regulatory matters including federal Reclamation law, National Environmental Policy Act ("NEPA") and Endangered Species Act ("ESA") compliance. She represents clients in New Mexico, Arizona, Texas and Oklahoma relating to negotiation and litigation of significant water matters before administrative tribunals and in state and federal court. Ms. O'Brien's experience has been centered on resolution of complex disputes regarding water use and allocation. Her experience includes negotiation of multi-party water agreements, permitting of water projects, working with reclamation irrigation districts, the purchase and lease of water rights, litigation involving protection of water resources, and water planning and drought and conservation issues.

Chambers USA has recognized Ms. O'Brien in the area of Water Law since 2006 and reported, "Maria O'Brien 'has an excellent legal mind and is great at dealing with clients. She is very collaborative and a great problem solver,' say sources. O'Brien is widely acknowledged as a top choice in water law matters, including water quality and water use and allocation disputes." Ms. O'Brien is listed in the Lawdragon 500 Leading Environmental Lawyers Guide. She has been selected as "Lawyer of the Year in Water Law – Albuquerque" by *Best Lawyers of America*® five times, and has also been recognized by *Southwest Super Lawyers*®.

Ms. O'Brien represents the State of Oklahoma with regard to conflicts over water resources as between the State and several Oklahoma Indian Tribes. She represents the Pueblo de Pojoaque in

the context of the *Aamodt* general stream adjudication, which involves the water rights claims of four Pueblos, various governmental entities and thousands of non-Indian defendants. She participated in the decade-long settlement effort, which received congressional approval and was codified as the Claims Resolution Act in December 2010. She represents El Paso County Water Improvement District No. 1, the downstream irrigation district in the Rio Grande Project on matters relating to water supply and reclamation law matters including representation of EPCWID in the Case *TX v. NM, No. 141 Orig.*

Prior to joining the firm, Ms. O'Brien served as law clerk to the Honorable James A. Parker of the United States District Court for the District of New Mexico.

Ms. O'Brien previously served as Head of the firm's Natural Resources and Environment Department and was long time Chair of the Water Resources Group and former Chair of the Energy & Utilities Group.

Sarah Stevenson – NM Bar ID# 142991

Sarah Stevenson is a shareholder in the Natural Resources Department and a litigator representing public entities and private businesses. Her natural resources experience focuses on water law, including water adjudications and interstate water compacts, and Native American law, including natural resource development projects on Native American land. She has advised clients developing projects on Native American land on issues regarding indigenous rights, jurisdiction, and contract formation. Ms. Stevenson has litigated business disputes and employment and First Amendment cases.

Ms. Stevenson graduated *magna cum laude* from Fordham University School of Law, and received a joint J.D./M.A. in International Political Economics and Development from Fordham University Graduate School of Arts and Sciences. While at Fordham, she was chosen as a Crowley Scholar in International Human Rights, participated in the Leitner Human Rights Clinic, and was a research assistant for Professor Russell Pearce. She clerked for the Honorable Patricio M. Serna of the New Mexico Supreme Court from 2009 to 2011. Her B.A. is from Scripps College. Ms. Stevenson served as a Peace Corps volunteer in Niger.

Chambers USA Directories of America's Leading Lawyers for Business has recognized Ms. Stevenson in both Native American Law and Water Law in New Mexico. She is recognized by *Best Lawyers in America*© for her work in Environmental Law and Native American Law. Ms. Stevenson is the Managing Director of Modrall Sperlins' Santa Fe office and Chair of the firm's Diversity, Equity and Inclusion Committee.

Benjamin Rossi – NM Bar ID# 162002

Benjamin Rossi is an associate in the litigation group at Modrall Sperlins. His focus is on personal injury claims, product liability cases, and class actions.

Born and raised in Chicago, Mr. Rossi earned his undergraduate degree in philosophy from the University of Chicago with honors. He went on to obtain a masters and PhD in philosophy from the University of Notre Dame, and he taught at a number of colleges and universities around the country.

In 2020, Mr. Rossi decided to pursue a law degree at Duke University School of Law, where he was Senior Research Editor at the journal *Law and Contemporary Problems* and graduated *cum laude*. He was a summer associate at Modrall Sperling in 2022.

Charlie Padilla

Charlie Padilla is a water law paralegal with four years of experience. His expertise includes drafting OSE forms and working with OSE staff in OSE offices around the State, including the Roswell office, to timely process forms and applications and review water rights documents.

4. Experience with Similar Projects

As discussed in Section 2 above, Modrall Sperling has extensive experience in the water law field. We summarize here similar projects for which we provided additional detail above.

Modrall Sperling represents the City of Carlsbad and the City of Rio Rancho with regard to a variety of matters relating to municipal water supply, including water rights, representation before the OSE, and environmental or other regulatory permitting matters. Modrall Sperling’s representation of those two cities for more than two decades involves very similar representation as what the Village has identified in the RFP, namely representation before the OSE and in courts and other administrative bodies with respect to water rights law, acquisition and transfer of water rights etc. and legal and administrative matters involving the Village’s interests in water rights.

Modrall Sperling represents the Carlsbad Irrigation District (CID) as general counsel, which is very similar to the services outlined in the RFP. In addition to assisting CID with general water law issues, Modrall Sperling’s work with CID involves significant work with federal agencies, such as the BOR and the USACE.

5. Signed Campaign Contribution Form

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____


(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

 _____
Signature Date

Shareholder / Director
Title (Position)

6. Debarment Certification

APPENDIX F – DEBARMENT CERTIFICATION

RFP# 2025-009P Water Rights Attorney Services

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Maria O'Brien, Shareholder/Director

Typed Name & Title of Authorized Representative

3 | 4 | 25

Date



Signature of Authorized Representative

7. Non-Collusion Affidavit

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP# 2025-009P Water Rights Attorney Services

STATE OF New Mexico)
)
COUNTY OF Bernalillo) SS

Maria O'Brien, being first duly sworn, deposes and says:

That he/she is Shareholder/Director of Modrall Sperling who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: 

SUBSCRIBED and sworn to before me this 4th day of March 2025.



STATE OF NEW MEXICO
NOTARY PUBLIC

Scarlet Karlene Schuman
Commission No. 1101248
Expires: February 27, 2029

Notary Public: 

My commission expires: February 27, 2029

8. New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE


Issued to: MODRALL SPERLING ROEHL HARRIS &
SISK, PA

DBA: MODRALL SPERLING ROEHL HARRIS &
SISK, PA
PO BOX 2168
ALBUQUERQUE, NM 87103-2168

Expires: 26-Feb-2027

Certificate Number:

L0543690352



Stephanie Schanahan Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

G. Other Supporting Material

Attorney Certificates of Good Standing



IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} ss.
SUPREME COURT }

I, ELIZABETH A. GARCIA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that, upon passing a written examination prescribed by the New Mexico Board of Bar Examiners, MARIA O'BRIEN was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on October 5, 1992, and has at all times since been and is now an active member of the Bar of said Supreme Court in good standing.

"Good standing" means that the attorney is current on payment of State Bar dues, has complied with Minimum Continuing Legal Education requirements, and is not presently under either administrative or disciplinary suspension. No disciplinary action involving professional misconduct has been taken against the attorney's law license. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.



WITNESS, My official signature and the seal of said Court this 7th day of March, 2025.

Elizabeth A. Garcia
Chief Clerk of the Supreme Court
of the State of New Mexico

By: Jessica Gilmore
Deputy Clerk



IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} ss.
SUPREME COURT }

I, ELIZABETH A. GARCIA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that, upon passing a written examination prescribed by the New Mexico Board of Bar Examiners, SARAH M. STEVENSON was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on September 26, 2011, and has at all times since been and is now an active member of the Bar of said Supreme Court in good standing.

“Good standing” means that the attorney is current on payment of State Bar dues, has complied with Minimum Continuing Legal Education requirements, and is not presently under either administrative or disciplinary suspension. No disciplinary action involving professional misconduct has been taken against the attorney's law license. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.



WITNESS, My official signature and the seal of said Court this 7th day of March, 2025.

Elizabeth A. Garcia
Chief Clerk of the Supreme Court
of the State of New Mexico

By: Jessica Gilmore
Deputy Clerk



IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} ss.
SUPREME COURT }

I, ELIZABETH A. GARCIA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that, upon passing a written examination prescribed by the New Mexico Board of Bar Examiners, BENJAMIN C. ROSSI was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on October 12, 2023, and has at all times since been and is now an active member of the Bar of said Supreme Court in good standing.

“Good standing” means that the attorney is current on payment of State Bar dues, has complied with Minimum Continuing Legal Education requirements, and is not presently under either administrative or disciplinary suspension. No disciplinary action involving professional misconduct has been taken against the attorney's law license. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.



WITNESS, My official signature and the seal of said Court this 7th day of March, 2025.

Elizabeth A. Garcia
Chief Clerk of the Supreme Court
of the State of New Mexico

By: Jessica Gilmore
Deputy Clerk

COST PROPOSAL
VILLAGE OF RUIDOSO RFP# 2025-009P

Water Rights Attorney Services

March 17, 2025

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

500 Fourth Street NW, Suite 1000
Post Office Box 2168
Albuquerque, New Mexico 87103-2168
Telephone: (505) 848-1800

119 East Marcy, Suite 200
Post Office Box 9318
Santa Fe, New Mexico 87504-9318
Telephone: (505) 983-2020

COST PROPOSAL

The goal of Modrall Sperling is to provide top quality legal services at a reasonable price. The proposed billing structure is on an hourly basis, but we are willing to negotiate the proposed fees applicable to the requested services if necessary.

HOURLY RATES

Modrall Sperling proposes rates as set forth below per hour for work performed for the Village of Ruidoso, including attendance at Village/City Council meetings. Gross receipts tax is chargeable to all fees. These rates represent varying levels of experience but are at or below our rates charged to private entities and comparable with the rates we charge our public entity clients.

ATTORNEY	NM BAR ID#	HOURLY RATES
Maria O'Brien	7231	\$325
Sarah Stevenson	142991	\$325
Benjamin Rossi (associate)	162002	\$265
Charlie Padilla (paralegal)		\$155

REIMBURSABLE ITEMS

Out-of-pocket expenses, including photocopies, long distance telephone calls, mail (USPS, FedEx, or UPS), service of subpoenas or other documents, mileage reimbursement, and travel expenses will be billed at cost. Such charges will be included in each monthly billing statement.

Because our offices are not located in Ruidoso, we will travel to attend Village/City Council meetings and as otherwise necessary. To control costs for the Village, we offer to bill our travel time at 50% of the normal hourly rate as proposed in this response, of the individual(s) traveling.

ITEMS

COST

Photocopies	\$.15 per page (B/W) \$.85 per page (Color)
Mileage	\$.585 per mile (IRS rate)
Facsimile	\$.18 per page (local) \$.64 per page (long distance)
Long Distance Telephone	No Charge
Postage under \$1.00 per item	No Charge
Postage over \$1.00 per item	Actual Cost
Courier Service	Actual Cost
Airfare	Actual Cost
Lodging	Actual Cost
Meals during necessary travel	Actual Cost