

**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, May 6, 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 Amendment Number 2024-004 04 with Souder Miller and Associates to Provide Design and Bid Services for Wastewater Collection Improvements in the Country Club Subdivision in the Amount of \$231,284.32 Including NMGRT.
2. Discussion on Change Order #7 with AUI Inc. for Rebid of Hazard Mitigation and Stabilization for Sewer Lines and Close Out Decreasing the Total Contract Cost by \$1,325,852.90 for a New Cost of \$11,744,459.15 Including NMGRT.
3. Discussion on Award of RFP #2025-011P to Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel.
4. Discussion on Agreement with Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel Awarded through RFP #2025-011P.
5. Discussion on 100 Year Floodplain Map for Cherokee Bill Watershed.
6. Discussion on Adoption of Resolution 2025-14, Adopting a Revised Travel Policies and Procedures Manual; Providing for the Repeal of Prior Resolutions and Written Travel Policies and Procedures and an Effective Date.
7. Discussion on Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.
8. Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.
9. Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.
10. Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time

between July 1, 2025 and May 31, 2026.

11. Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
12. Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
13. Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
14. Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
15. Discussion on Memorandum of Understanding with Capitan Therapy & Behavioral Health, LLC to Provide Individual and Group Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.
16. Discussion on Memorandum of Understanding with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.
17. Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
18. Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$93,000.00.
19. Discussion on First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$69,000.00.

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): Adam Sanchez, Public Works Director

Meeting Date: May 6, 2025

Re: Discussion on Amendment Number 2024-004 P04 with Souder Miller and Associates to Provide Design and Bid Services for Wastewater Collection Improvements in the Country Club Subdivision in the Amount of \$231,284.32 Including NMGRT.

Item Summary:

Discussion on Amendment Number 2024-004 04 with Souder Miller and Associates to Provide Design and Bid Services for Wastewater Collection Improvements in the Country Club Subdivision in the Amount of \$231,284.32 Including NMGRT.

Financial Impact:

Project is currently funded out of the GO Bonds Capital Improvement Fund (#302), available funding \$2,814,193.

Item Discussion:

Amendment Number 2024-004 04 for professional services with Souder Miller and associates to provide Design and Bid Services to the Village of Ruidoso for wastewater collection improvements in the Country Club subdivision consisting of approximately 18,535 linear feet of 8 inch sewer line, two duplex E-One lift stations and 1,000 linear feet of force main and appurtenances. In the amount of \$231,284.32 including GRT.

Recommendations:

To Discuss Amendment Number 2024-004 04 with Souder Miller and Associates to Provide Design and Bid Services for Wastewater Collection Improvements in the Country Club Subdivision in the Amount of \$231,284.32 Including NMGRT.

ATTACHMENTS:

Description

PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2024-004 P04

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 2024-004 P04

This Amendment to Agreement dated February 26, 2024, made and entered into this _____ day of _____, 2025, between the **VILLAGE OF RUIDOSO** (hereinafter called CLIENT) and **SOUDER, MILLER & ASSOCIATES, INC.** (hereinafter called CONSULTANT)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services set forth in the attached Proposal, included as Exhibit A, and CONSULTANT agrees to perform the services for the compensation set forth in same said Proposal. Any additional work and corresponding compensation not identified in Exhibit A will be detailed and included in future Amendments to the referenced Agreement.

CONSULTANT shall be authorized to commence the Services detailed herein upon execution of this Amendment, unless otherwise specified. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions of the original Agreement, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

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

CLIENT:

VILLAGE OF RUIDOSO
313 Cree Meadows Drive
Ruidoso, NM 88346
(575) 258-4343
Federal Tax ID Number: 85-6000650

By: _____

Name, Title: _____

Date: _____

CONSULTANT:

SOUDER, MILLER & ASSOCIATES, INC.
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By: Marty Howell

Name, Title: Marty Howell, P.E. President

Date: April 24, 2025

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design and Bid Services to the Village of Ruidoso (Owner) for wastewater collection improvements in the Country Club subdivision consisting of approximately 18,535 linear feet of 8 inch sewer line, two duplex E-One lift stations and 1,000 linear feet of force main and appurtenances. SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QAQC Plan
 - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of seventeen (17) months.

Preliminary Design Phase Services

4. **Property/Easement Research:** SMA will research County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.

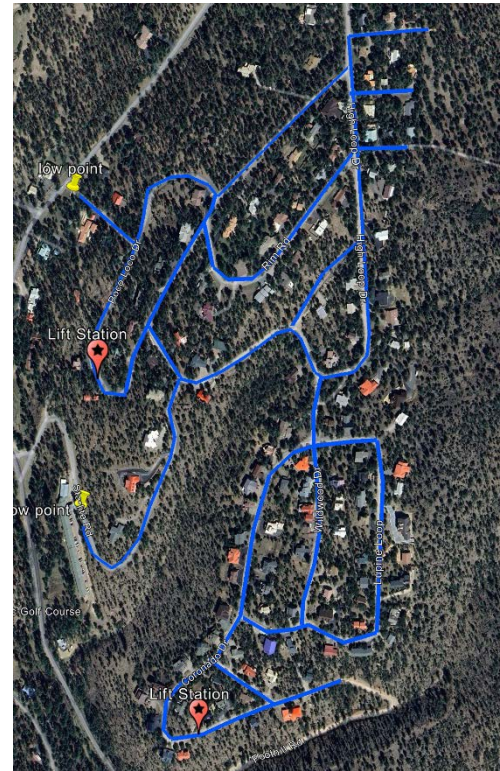


Exhibit A

Preliminary Design, Final Design and Bid Services

Scope of Services

5. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
7. **Design of Sewer Line Plan:** SMA will prepare a pre-final horizontal alignment design for the sewer line(s) incorporating the data from the as-built research, the utility coordination and the property and easement research.
8. **Design of Sewer Line Profile:** SMA will prepare the pre-final design of the profile for the sewer line(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize the depth of the sewer line(s) while maintaining minimum slopes/velocities.
9. **Design Sewer Line Connections:** SMA will prepare the pre-final design of the connections to the proposed sewer line(s). SMA will design the connections to the existing system and any branch lines. SMA will evaluate the service connection depths as part of the sewer line design, but plan and profiles for the service lines will not be included in the plans because this work is covered in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction. SMA will provide a map to the Owner indicating all of the services that were accounted for with the design so that the Owner can review and provide input and identify any services that need to be added.
10. **Design of Lift Station:** SMA will prepare a pre-final design of lift stations to convey flows from low points on the south side of Poco Loco and Coronado Drives using duplex E-One pumping stations. SMA will subconsult with an electrical engineer to design the electrical power to the pump station.
11. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
12. **Site Certificate:** SMA will review the property information provided by the Owner and plats available from the County. If sufficient documentation exists to show that the Owner has secured all of the property necessary for the project, SMA will execute the Site Certificate. If there is not sufficient documentation, SMA will alert the Owner to the deficiencies in the documentation.
13. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the sewer line(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
14. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.

Exhibit A

Preliminary Design, Final Design and Bid Services

Scope of Services

15. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
 - a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)SMA intends to address the comments from the Owner and the Agency at the same time.
16. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the sewer line(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey or services that were not accounted for. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

17. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agency.
18. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
19. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
20. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the construction cost estimate (and one digital pdf copy)** to the Owner after production.

Bid Phase Services

21. **Advertisement:** SMA will arrange to have the Advertisement for Bids published in one newspaper of general circulation nearest to the Owner's location two (2) times, approximately a week apart. The cost of the Advertisement is included in SMA's fee.
22. **Distribute Bid Documents:** SMA will make available electronic copies of the construction documents to interested Contractors during bidding and to local plan rooms. Contractors may obtain copies by contacting SMA to obtain access via the SMA web site. SMA will provide three (3) copies of 24" x 36" final design drawings, contract documents and technical specifications to the Contractor to whom the project is awarded.
23. **Substitution Evaluation:** SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, provided that such proposals are allowed

Exhibit A

Preliminary Design, Final Design and Bid Services

Scope of Services

by the contract documents prior to award of contracts for the Work. Engineer shall issue a bid addendum to allow approved “or equals” and substitutes.

24. **Answer Questions During Bidding:** SMA will accept and answer questions from Contractors during bidding.
25. **Prepare Addenda:** If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested Contractors, to the Owner and to the Funding Agency.
26. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require any fees for their use, so no costs for facility use are included.
27. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting.
28. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
29. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for the award of the construction contract.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	10 days from contract execution
Preliminary Design Phase Services	120 days from the receipt of Owner data
Final Design Phase Services	40 days from the receipt of Agency and Owner comments
Bid Phase Services	45 days from the receipt of Agency approval and Owner authorization to Bid

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Preliminary Design Phase Services	\$ 130,152.00
Final Design Phase Services	\$ 58,690.00
<u>Bid Phase Services</u>	<u>\$ 24,939.00</u>
Total	\$ 213,781.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the existing topographic survey and geotechnical report is adequate for use for the Design Phase services. If significant changes between the surveyed conditions and the field conditions are observed, SMA will alert the Owner, and additional survey work will be negotiated if required; however, SMA makes no guarantee about the accuracy of the aged survey data.
4. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
5. SMA assumes that there will not be any additional environmental clearance work will be. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
6. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation).
7. SMA assumes the Owner will secure a Site Certificate from their attorney if required by the funding agency to confirm property ownership for the property.
8. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).

Exhibit A

Preliminary Design, Final Design and Bid Services

Scope of Services

9. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
10. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
11. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
12. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
13. SMA did not include Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date if needed.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: VOR Country Club Sewer Improvements
Project Number: 6332586
Owner: Village of Ruidoso
Date of Submittal: April 22, 2025
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$ 9,922.00	\$ 812.36	\$ 10,734.36
Preliminary Design	\$ 120,230.00	\$ 9,843.83	\$ 130,073.83
Final Design	\$ 58,690.00	\$ 4,805.24	\$ 63,495.24
Bid Administration	\$ 24,939.00	\$ 2,041.88	\$ 26,980.88
TOTALS	\$ 213,781.00	\$ 17,503.32	\$ 231,284.32

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Country Club Sewer Improvements
Project Number: 6332586
Owner: Village of Ruidoso
Date of Submittal: April 22, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

marty/jim/dc robert lance wyatt john armando/sur survey eileen

Job Description	Principal	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech II	Project Fin./Mgr. Asst. II	Mileage	Expenses	Per Diem (Full Day)	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 175	\$ 145	\$ 135	\$ 135	\$ 120	\$ 90	\$ 100	\$ 0.700	\$ 1.00	\$ 220	\$ 60			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Per Day	Per Day	\$	\$	\$
Task															
Field Survey and Mapping															
Survey Plan / Instructions	1		1										\$ 395	\$ -	\$ 395
Survey Research:													\$ -	\$ -	\$ -
Utility Locations			1										\$ 145	\$ -	\$ 145
Right of Way / Easements			1										\$ 145	\$ -	\$ 145
Property Ownership													\$ -	\$ -	\$ -
Obtain Permission to Survey			1										\$ 145	\$ -	\$ 145
Perform Field Research			2										\$ 290	\$ -	\$ 290
Perform Field Survey			4			20	20		452	500		4	\$ 5,836	\$ -	\$ 5,836
Establish Utility & R/W Location			1			1	1						\$ 355	\$ -	\$ 355
Establish Control Points						1	1						\$ 210	\$ -	\$ 210
Aerial Mapping													\$ -	\$ -	\$ -
Download Data / Tins & Contours			2			2							\$ 530	\$ -	\$ 530
Prepare Mapping					8								\$ 1,080	\$ -	\$ 1,080
Verify Accuracy of Survey	2		2										\$ 790	\$ -	\$ 790
													\$ -	\$ -	\$ -
													\$ -	\$ -	\$ -
Subtotal Hours:	3	0	15	0	8	24	22	0	452	500	0	4	\$ 9,921	\$ -	\$ 9,921
Subtotal Cost:	\$ 750	\$ -	\$ 2,175	\$ -	\$ 1,080	\$ 2,880	\$ 1,980	\$ -	\$ 316	\$ 500	\$ -	\$ 240	\$ 9,921		
Preliminary Design															
Project Management Plan Preparation	1	4		4									\$ 1,490	\$ -	\$ 1,490
Kick-off Meeting	2	2		1	1								\$ 1,120	\$ -	\$ 1,120
Ongoing Project Management	5			6				10					\$ 3,060	\$ -	\$ 3,060
As-built Research		1		6	2								\$ 1,255	\$ -	\$ 1,255
Design Plans															
Cover/Index		1		2	8								\$ 1,525	\$ -	\$ 1,525
Notes		1		2	8								\$ 1,525	\$ -	\$ 1,525
Survey Control		1		2	8								\$ 1,525	\$ -	\$ 1,525
Key Map		1		2	8								\$ 1,525	\$ -	\$ 1,525
Plan and Profiles	10	32		64	320								\$ 59,940	\$ -	\$ 59,940
Lift Station Details	8	20		48	30								\$ 16,030	\$ -	\$ 16,030
Utility Details	2	4		8	24								\$ 5,520	\$ -	\$ 5,520
Traffic Control		1		2	8								\$ 1,525	\$ -	\$ 1,525
Electrical Design		1		2				1					\$ 545	\$ 9,545	\$ 10,090
Prepare Plans				4	4								\$ 1,080	\$ -	\$ 1,080
Site Certificate		4		4									\$ 1,240	\$ -	\$ 1,240
Engineer's Opinion of Probable Construction Cost (EOPCC)	2	4		20									\$ 3,900	\$ -	\$ 3,900
Prepare Contract Documents and Specifications	4	8		20									\$ 5,100	\$ -	\$ 5,100
Submission to Agency[ies]				4	4								\$ 1,080	\$ -	\$ 1,080
													\$ -	\$ -	\$ -
Design Review with Owner	4	4											\$ 1,700	\$ -	\$ 1,700
Subtotal Hours:	38	89	0	201	425	0	0	11	0	0	0	0	\$ 110,685	\$ 9,545	\$ 120,230
Subtotal Cost:	\$ 9,500	\$ 15,575	\$ -	\$ 27,135	\$ 57,375	\$ -	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ 110,685		
Final Design															
Ongoing Project Management	3			4				6					\$ 1,890	\$ -	\$ 1,890
Revisions to Contract Documents	24	40		100	200								\$ 53,500	\$ -	\$ 53,500
Revisions to EOPCC	1	2		8									\$ 1,680	\$ -	\$ 1,680
Resubmittal				4	4								\$ 1,080	\$ -	\$ 1,080
Production				2	2								\$ 540	\$ -	\$ 540
Subtotal Hours:	28	42	0	118	206	0	0	6	0	0	0	0	\$ 58,690	\$ -	\$ 58,690
Subtotal Cost:	\$ 7,000	\$ 7,350	\$ -	\$ 15,930	\$ 27,810	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 58,690		

Total Cost of Design Phase Services: \$ 188,841

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Country Club Sewer Improvements
Project Number: 6332586
Owner: Village of Ruidoso
Date of Submittal: April 22, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

jim/marty robert wyatt john armando eileen

Job Description	Principal	Senior Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech IV	Project Fin./Mgr. Asst. II	Mileage	Expenses	Per Diem (Full Day)	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 175	\$ 135	\$ 135	\$ 120	\$ 100	\$ 0.700	\$ 1.00	\$ 220	\$ 15			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Per Day	Per Day	\$	\$	\$
Task													
Bid Administration													
Ongoing Project Management	2		2			4					\$ 1,170	\$ -	\$ 1,170
Advertisement	1		3					250			\$ 905	\$ -	\$ 905
Distribute Bid Documents			4			2					\$ 740	\$ -	\$ 740
Substitution Evaluation	1	2	10								\$ 1,950	\$ -	\$ 1,950
Answer Questions During Bidding	2	8	16								\$ 4,060	\$ -	\$ 4,060
Prepare Addenda	4	8	20	16							\$ 7,260	\$ -	\$ 7,260
Pre-bid Conference		7	7				226	300		2	\$ 2,658	\$ -	\$ 2,658
Open Bids			4								\$ 540	\$ -	\$ 540
Preparation of Bid Tabulation	1	2	9								\$ 1,815	\$ -	\$ 1,815
Preparation of Recommendation of Award	1	2	24								\$ 3,840	\$ -	\$ 3,840
Subtotal Hours:	12	29	99	16	0	6	226	550	0	2	\$ 24,938	\$ -	\$ 24,938
Subtotal Cost:	\$ 3,000	\$ 5,075	\$ 13,365	\$ 2,160	\$ -	\$ 600	\$ 158	\$ 550	\$ -	\$ 30	\$ 24,938		

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: May 6, 2025

Re: Discussion on Change Order #7 with AUI Inc. for Rebid of Hazard Mitigation and Stabilization for Sewer Lines and Close Out Decreasing the Total Contract Cost by \$1,325,852.90 for a New Cost of \$11,744,459.15 Including NMGRT.

Item Summary:

Discussion on Change Order #7 with AUI Inc. for Rebid of Hazard Mitigation and Stabilization for Sewer Lines and Close Out Decreasing the Total Contract Cost by \$1,325,852.90 for a New Cost of \$11,744,459.15 Including NMGRT.

Financial Impact:

Change order results in a decrease of \$1,325,852.90 including NMGRT and the overall contract amount of \$11,744,459.15 including NMGRT.

Item Discussion:

Discussion on change order #7 with AUI Inc for REBID - Hazard Mitigation and Stabilization for Sewer Lines for the close out and decrease in total contract cost of \$ (1,325,852.90) w/ NMGRT. Includes Change Proposal 17 Materials on hand transfer to the Village and over/under quantity adjustments to items to reflect as-built conditions.

Recommendations:

To Discuss Change Order #7 with AUI Inc. for Rebid of Hazard Mitigation and Stabilization for Sewer Lines and Close Out Decreasing the Total Contract Cost by \$1,325,852.90 for a New Cost of \$11,744,459.15 Including NMGRT.

ATTACHMENTS:

Description
AUI Doc

Change Order

No. 7

Date of Issuance: April 22, 2025

Effective Date: _____

Project: REBID - Hazard Mitigation and Stabilization for Sewer Lines	Owner: Village of Ruidoso	Owner's Contract No.: IFB #2022-003B
Contract: REBID - Hazard Mitigation and Stabilization for Sewer Lines	Date of Contract: 08/01/2022	
Contractor: AUI Inc.	Engineer's Project No.: RUI173-25	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change Order No. 7 includes Change Proposal 17 Materials on hand transfer to the Village and over/under quantity adjustments to items to reflect asbuilt conditions. See attached exhibits.

Attachments (list documents supporting change):

See attached Exhibits 1 and 2.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 14,110,503.95 w/ NMGR @ 8.3125%
\$ 13,027,585.88 w/o NMGR

~~[(Increase)]~~ ~~[(Decrease)]~~ from previously approved Change Orders No. 1 to No. 6:

\$ (1,040,191.90) w/ NMGR @ 8.1875%
\$ (961,471.43) w/o NMGR

Contract Price prior to this Change Order:

\$ 13,070,312.05 w/ NMGR
\$ 12,066,114.45 w/o NMGR

~~[(Increase)]~~ ~~[(Decrease)]~~ of this Change Order:

\$ (1,325,852.90) w/ NMGR @ 8.1875%
\$ (1,225,513.95) w/o NMGR

Contract Price incorporating this Change

\$ 11,744,459.15 w/ NMGR
\$ 10,840,600.50 w/o NMGR

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): November 24, 2023
Ready for final payment (days or date): January 8, 2024

~~[(Increase)]~~ ~~[(Decrease)]~~ from previously approved Change Orders No. 1 to No. 6:

Substantial completion (days): 85 days
Ready for final payment (days): 85 days

Contract Times prior to this Change Order:

Substantial completion (days or date): February 17, 2024
Ready for final payment (days or date): April 2, 2024

~~[(Increase)]~~ ~~[(Decrease)]~~ No change of this Change Order:

Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): February 17, 2024
Ready for final payment (days or date): April 2, 2024

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 4/22/2025

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 3/21/25

Date: _____

EXHIBIT 1

- Change Proposal Summary Descriptions
- Supporting documentation for Change Proposal
- Change Order Summary Accounting

MOLZENCORBIN

Change Proposal #7:

Description of Work: Final change order adjusting contract quantities to reflect installed quantities. Contract price is adjusted to \$10,840,600.50, for a cumulative savings of \$2,186,985.38 from the original contract price of \$13,0267,585.88. All prices stated above excluding NMGRT.

Explanation of Overruns: Structures required adjustment due to buried rock formations, changing site conditions, and one major flood event. There was also additional water and sanitary sewer work due to unforeseen subsurface conditions.

Explanation of Underruns: There were many places where bedrock was found during excavation that was stable enough to provide stability for structures, and additional rock and structural support was not needed. Also due to the unforeseen subsurface conditions described above, some sewer encasement was not needed, and there was less unsuitable soil excavation and fill required than expected. Location 3 was deleted from the project which resulted in quantity underruns.



Emailed: AdamSanchez@ruidoso-nm.gov

August 29, 2024

Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Attn: Adam Sanchez

Re: Hazard Mitigation & Stabilization for Sewer Lines
FEMA1783-PW155, RUI 173-25
AUI Project No. 222019

Subj: Change Order Proposal No. 17
Materials on Hand – Materials Inc. wall stock

Dear Mr. Sanchez:

As discussed previously, the remaining stock of wall and foundation stones from Materials Inc. that were delivered to the project were turned over to the Village and left at the Grindstone staging yard. Attached is breakdown of the materials left along with associated cost. As mentioned in previous email, the unit prices on some items differ from the Material On Hand sheet. The prorated delivery cost was removed so that only material cost is reflected.

<u>LOC#</u>	<u>VOR#</u>	<u>Work Description</u>	<u>Est Qty</u>	<u>Unit Price</u>	<u>Price Ext</u>
		Materials Inc. – precast retaining wall units – materials on hand stock transferred	1 LS	\$32,790.00	\$32,790.00
		Approximate Total w/o NMGR			\$32,790.00
		Approximate Total w/ NMGR @	8.1875%		\$35,474.68

Should you have any questions, please feel free to call.

Sincerely,



Kathryn Jordan
Project Manager

Attachment

222019: COP #17

Hazard Mitigation and Stabilization for Sewer Lines

Materials On Hand

Bid Item	Description	Unit	Unit Price	Total on Hand	Amt. on Hand
L8A-VOR28	Materials Inc, Inv 14041-full block, 60", 260L	EA	\$360.00	39	\$14,040.00
L8A-VOR28	Materials Inc, Inv 14061-full block, 28", 228L	EA	\$230.00	3	\$690.00
L8A-VOR28	Materials Inc, Inv 14061-half block, 60", 560L	EA	\$360.00	1	\$360.00
L8A-VOR28	Materials Inc, Inv 14092-full block, 23", 100L	EA	\$230.00	5	\$1,150.00
L8A-VOR28	Materials Inc, Inv 14092-half block, 23", 400End	EA	\$230.00	1	\$230.00
L9-VOR27	Buildology Inc, Inv 203659, MgcBlk, 23"middle end	EA	\$170.00	1	\$170.00
L9-VOR27	Buildology Inc, Inv 203659, MgcBlk, cap	EA	\$115.00	7	\$805.00
L9-VOR27	Buildology Inc, Inv 203659, MgcBlk, cap end	EA	\$115.00	3	\$345.00
L9-VOR27	Buildology Inc, Inv 204540, precast footing	EA	\$1,500.00	10	\$15,000.00
#	<Material Description>				\$0.00
#	<Material Description>				\$0.00
Total					\$32,790.00

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: May 6, 2025

Re: Discussion on Award of RFP #2025-011P to Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel.

Item Summary:

Discussion on Award of RFP #2025-011P to Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel.

Financial Impact:

None.

Item Discussion:

The Village seeks to retain legal services for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against potential Defendants who manufactured, marketed, distributed, and/or sold per- and polyfluoroalkyl substances ("PFAS") and aqueous film-forming foam ("AFFF"), in multiple product liability multi-district litigation actions.

Recommendations:

To Discuss Award of RFP #2025-011P to Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel.

ATTACHMENTS:

Description

Evaluation Committee Report

Evaluation Score Summary

EVALUATION COMMITTEE REPORT	
RFP TITLE	Professional Legal Service for Special PFAS Litigation Counsel
RFP NUMBER	2025-011P
DATE OF REPORT	4/28/25
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 Professional Legal Service for Special PFAS Litigation Counsel for the Village of Ruidoso.

The Municipality seeks to retain legal services for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against potential Defendants who manufactured, marketed, distributed, and/or sold per- and polyfluoroalkyl substances (“PFAS”) and aqueous film-forming foam (“AFFF”), in multiple product liability multi-district litigation actions.

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 4/3/25.

Five (5) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held for this procurement

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Stag Liuzza, LLC

Zero (0) addenda were issued for this procurement.

Proposal Submission Deadline was 4/23/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposal was received to be evaluated:

- Stag Liuzza, LLC

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

- Specialized Competence of Firm – 20 Possible Points
 - Summarize the respondent's unique qualifications in providing legal services including brief history of the firm, size, structure and areas of practice.
 - Complete resumes for three (3) qualified attorneys designated by the firm at Municipality will select one of the three as the point of contact or lead attorney if the firm is selected.
 - Provide information on certifications or licenses, educational institution conferring law degree and year of degree, professional background and professional associations.
 - Provide information about the range of services offered and available support staff.
 - Affirmatively state that all assigned attorneys are licensed and in good standing.
- Past Record of Performance – 20 Possible Points
 - Provide experience advising local and county governments in damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions.
 - Provide experience with litigation related to damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions.
 - Provide examples of expertise in the civil aspects of municipal law.
 - Provide at least three (3) professional references for the firm, preferably from municipal clients similar to Municipality: including the names, addresses, and telephone numbers, email addresses
 - Provide at least three (3) professional references including the names, addresses, and telephone numbers, email addresses, for each of the three (3) qualified attorneys designated by the firm, from which Municipality will select one of the three as the point of contact or lead attorney.
- Capacity & Capability of Firm – 20 Possible Points
 - Provide information on the following to demonstrate the respondent's availability and capacity to provide timely legal services.
 - Provide a statement describing how the respondent proposes to provide damages recovery representation services to the Municipality. Address issues such as office location, accessibility to Municipal governing body, staff, governing body meeting

attendance, and other meetings including any virtual meetings that may be required. Counsel must be available by phone, video conference, fax, cell phone, and email.

- Provide documentation of workload capacity commensurate with the level of service required by the Municipality.
- Provide information about the respondent's availability and capability to perform on short notice and to ensure a timely response and completion based on the Municipality's schedules and deadlines.
- Understanding the Required Services and Quality Assurance – 20 Possible Points
 - Provide a list of all local agencies or clients the respondent now represents which may cause a potential conflict of interest with the Municipality
 - Describe how the respondent protects client confidentiality. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to specific exemption.
 - Describe the respondent's intended approach to communicate with the Municipality regarding progress reports, status reports, recommendations, status of opinions, etc.
- Proximity to or Familiarity with the Affected Areas
 - Offerors must provide a summary of their understanding of the Services required.
 - Offerors should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces.
- Amount of Work that will be done in New Mexico
 - Offerors must provide a summary of the amount of work that will be completed in New Mexico.

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
Jini Turri	Village of Ruidoso – Village Clerk
Jaquelyne Pena	Village of Ruidoso – Water Resource Manger

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	4/23/25	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	4/28/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all requirements of this procurement.
Name of Company scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2025-011P for Professional Legal Service for Special PFAS Litigation Counsel to Name of Company.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Adam Sanchez			
Jini Turri			
Jaquelyne Pena			

EVALUATION CRITERIA Summary Totals
4/28/2025 @ 2:00 PM

**CRITERIA AND POINT VALUES FOR RFP #2025-012P Professional Legal Service
for Special PFAS Litigation Counsel**

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

CRITERIA	Possible Points	Stag Liuzza, LLC
B. Technical Specifications		
1. Specialized Competence of Firm <ul style="list-style-type: none"> Summarize the respondent's unique qualifications in providing legal services including brief history of the firm, size, structure and areas of practice. Complete resumes for three (3) qualified attorneys designated by the firm at Municipality will select one of the three as the point of contact or lead attorney if the firm is selected. Provide information on certifications or licenses, educational institution conferring law degree and year of degree, professional background and professional associations. Provide information about the range of services offered and available support staff. Affirmatively state that all assigned attorneys are licensed and in good standing. 	20	18
2. Past Performance of Record <ul style="list-style-type: none"> Provide experience advising local and county governments in damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions. Provide experience with litigation related to damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions. Provide examples of expertise in the civil aspects of municipal law. Provide at least three (3) professional references for the firm, preferably from municipal clients similar to Municipality: including the names, addresses, and telephone numbers, email addresses Provide at least three (3) professional references including the names, addresses, and telephone numbers, email addresses, for each of the three (3) qualified attorneys designated by the firm, from which Municipality will select one of the three as the point of contact or lead attorney. 	20	19

3. Capacity & Capability of Firm <ul style="list-style-type: none"> • Provide information on the following to demonstrate the respondent's availability and capacity to provide timely legal services. • Provide a statement describing how the respondent proposes to provide damages recovery representation services to the Municipality. Address issues such as office location, accessibility to Municipal governing body, staff, governing body meeting attendance, and other meetings including any virtual meetings that may be required. Counsel must be available by phone, video conference, fax, cell phone, and email. • Provide documentation of workload capacity commensurate with the level of service required by the Municipality. • Provide information about the respondent's availability and capability to perform on short notice and to ensure a timely response and completion based on the Municipality's schedules and deadlines. 	20	18
4. Understanding the Required Services and Quality Assurance <ul style="list-style-type: none"> • Provide a list of all local agencies or clients the respondent now represents which may cause a potential conflict of interest with the Municipality • Describe how the respondent protects client confidentiality. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to specific exemption. • Describe the respondent's intended approach to communicate with the Municipality regarding progress reports, status reports, recommendations, status of opinions, etc. 	20	19
5. Proximity to or Familiarity with the Affected Areas <ul style="list-style-type: none"> • Offerors must provide a summary of their understanding of the Services required. • Offerors should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces. 	10	9
6. Amount of Work that will be done in New Mexico <ul style="list-style-type: none"> • Offerors must provide a summary of the amount of work that will be completed in New Mexico. 	10	9
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	
6. New Mexico Resident Veterans Preference	10	
TOTAL POINTS:	110	92

Christy Aher
Purchasing Agent

4/28/25
Date

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: May 6, 2025

Re: Discussion on Agreement with Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel Awarded through RFP #2025-011P.

Item Summary:

Discussion on Agreement with Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel Awarded through RFP #2025-011P.

Financial Impact:

None.

Item Discussion:

The Village seeks to retain legal services for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against potential Defendants who manufactured, marketed, distributed, and/or sold per- and polyfluoroalkyl substances ("PFAS") and aqueous film-forming foam ("AFFF"), in multiple product liability multi-district litigation actions.

Recommendations:

To Discuss Agreement with Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel Awarded through RFP #2025-011P.

ATTACHMENTS:

Description
Contract

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

Village of Ruidoso, represented by its **Governing Body**, (hereinafter the “Client”) hereby retains, **STAG LIUZZA, L.L.C.**, (through attorney Michael Stag, LLC), and its subconsultants (hereinafter collectively the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be thirty five percent (35%) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery of those costs as a result of reimbursement acquired through the multi-district litigation award pool of monies. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of

recovery.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. **USE OF SUBCONSULTANTS.** **STAG LIUZZA, L.L.C.**, and the Client agree that the following subconsultants will be used to fulfill the requirements of this agreement:

3. **NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. **ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and

submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any reimbursable fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.

9. APPROPRIATIONS AND AUTHORIZATIONS. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body of the Village of Ruidoso and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Village to the Schools. Such termination shall be without penalty to the Village, and the Village shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement incurred after written

notice to the Contractor is provided by the Village pursuant to this paragraph. The Village is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Village. The Village's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor.

10. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

11. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement. Any action to enforce this agreement shall be filed in the State District Courts for the State of New Mexico.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**LYNN D. CRAWFORD, MAYOR, FOR
VILLAGE OF RUIDOSO, NEW MEXICO**

Date

**MICHAEL STAG, LLC, FOR STAG LIUZZA,
L.L.C.**

Date

**GENO ZAMORA, FOR ORTIZ & ZAMORA,
ATTORNEYS AT LAW, L.L.C.**

Date

**JOHN V. WERTHEIM, FOR JOHN
WERTHEIM LAW, L.L.C.**

Date

**FILEMON VELA, FOR VELA JUSTICE,
P.L.L.C.**

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager

Meeting Date: May 6, 2025

Re: Discussion on 100 Year Floodplain Map for Cherokee Bill Watershed.

Item Summary:

Discussion on 100 Year Floodplain Map for Cherokee Bill Watershed.

Financial Impact:

None.

Item Discussion:

100 Year Floodplain Map for Cherokee Bill Watershed

Recommendations:

To Discuss 100 Year Floodplain Map for Cherokee Bill Watershed.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Judi M. Starkovich, Finance Director.

Meeting Date: May 6, 2025

Re: Discussion on Adoption of Resolution 2025-14, Adopting a Revised Travel Policies and Procedures Manual; Providing for the Repeal of Prior Resolutions and Written Travel Policies and Procedures and an Effective Date.

Item Summary:

Discussion on Adoption of Resolution 2025-14, Adopting a Revised Travel Policies and Procedures Manual; Providing for the Repeal of Prior Resolutions and Written Travel Policies and Procedures and an Effective Date.

Financial Impact:

No financial impact, only a change in the travel process.

Item Discussion:

The current Travel Policies and Procedures Manual was updated on May 14, 2024 and states that "any amendments to this policy shall be executed by Resolution and approved by the Village of Ruidoso's Governing Body." In accordance with that language, the following is a list of proposed changes to the current procurement policies and procedures:

Mileage reimbursement for personal vehicles will only be made when the travel distance is fifty miles (50) miles away from home or from designated post of duty.

Partial Day Per Diem Rate:

Less than 2 hours	\$0
2 hours, but less than 6 hours	\$25.00
6 hours, but less than 12 hours	\$50.00
12 hours or more	\$70.00

Overnight Travel Payment:

In-state areas	\$180 for a 24 hour period
In-state special area	\$249 for a 24 hour period
Out-of-state	\$180 for a 24 hour period
International	\$298 for a 24 hour period

Effective date of changes is July 1, 2025.

Recommendations:

To Discuss Adoption of Resolution 2025-14, Adopting a Revised Travel Policies and Procedures Manual; Providing for the Repeal of Prior Resolutions and Written Travel Policies and Procedures and an Effective Date.

ATTACHMENTS:

Description

Resolution 2025-14

Travel Policy Update

VILLAGE OF RUIDOSO

RESOLUTION NO. 2025-14

A RESOLUTION ADOPTING A REVISED TRAVEL POLICIES AND PROCEDURES MANUAL; PROVIDING FOR THE REPEAL OF PRIOR RESOLUTIONS AND WRITTEN TRAVEL POLICIES AND PROCEDURES AND AN EFFECTIVE DATE.

WHEREAS, the Governing Body in and for the Village of Ruidoso, State of New Mexico is granted the authority, under NMSA 1978 amended 6-8-1 to 6-8-22, of the State of New Mexico, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the travel policies and procures manual is established in an effort to manage all travel matters; and

WHEREAS, upon adoption of this resolution, the Village also desires to repeal the previously adopted resolutions which established a Travel Policies and Procedures manual; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, State of New Mexico hereby adopts the AMENDED Travel Policies and Procedures Manual which is attached and fully incorporated herein by this reference and all prior resolutions or parts of resolutions or prior written Travel Policies & Procedures Manuals in conflict herewith are hereby repealed to the extent of the conflict.

PASSED, ADOPTED, AND APPROVED on this 13th day of May 2025.

Lynn D. Crawford, Mayor

(SEAL)

Attest:

Jini Turri, MMC, Village Clerk



Travel Policy and Procedures Manual
Per Diem and Mileage for All Public Officials, Employees and Authorized
Individuals

May 13, 2025
Resolution 2025-XX

Effective July 1, 2025

PURPOSE:

The purpose of this policy is to establish authority, policy, responsibility, maximum reimbursement, and expenses to be paid for in-state and out-of-state travel for public officials, employees, and authorized individuals who are conducting business for the Village of Ruidoso (the Village). These regulations are promulgated to the Per Diem and Mileage Act pursuant to the authority granted in New Mexico Statutes Annotated (NMSA), 1978, and the New Mexico Administrative Code (NMAC). In all cases, travelers are urged to use good judgment when incurring travel expenses.

REGULATORY AUTHORITY, POLICY ADOPTED, RESPONSIBILITY:

This standard business-related travel policy is adopted by Resolution by the Village Council for all officials, employees, and authorized individuals in compliance with the Per Diem and Mileage Act specified in NMSA 1978, Sections 10-8-1 thru 10-8-8 and NMAC 2.42.2. It shall be the responsibility of each individual official and employee to become familiar with this policy prior to travel and to strictly adhere to the regulations contained herein. Individuals violating this policy may be subject to disciplinary action up to and including termination of employment.

Travel is necessary for the conduct of Village business and it is the responsibility of the respective department director(s), employee, Village Manager, or elected official(s) to submit a request for travel on a Travel Approval and Reimbursement Form as provided for in this policy. Travel approval shall be approved in advance and adequate funds must be authorized to support the expense. Employees shall request approval from their director. Directors shall obtain approval from the Village Manager. The Village Manager shall obtain approval from the Mayor. Elected officials shall obtain approval from the Mayor; however, the Village Manager may also authorize travel in the absence of the Mayor. Expenses anticipated for business travel must be budgeted in the appropriate departmental budget prior to seeking approval. All out-of-state travel must be approved by the Village Manager in advance of travel.

The Finance Director, under the direction of the Village Manager or Deputy Manager, shall have the responsibility and authority to ensure that all provisions of the Per-Diem and Mileage Act and this policy are followed. The Finance Director or designee shall be responsible for ensuring that all provisions of this chapter and all other travel, per-diem and mileage activities for the Village of Ruidoso are appropriate and consistent with the most current state regulations and provisions of law.

Any amendment of this policy shall be executed by resolution and approved by the Village's Governing Body.

RESPONSIBILITIES:

Elected officials, Village Manager, and department directors are responsible for:

1. Screening all travel requests to limit trips, the number of employees traveling, points to be visited, itineraries, and duration of the trips that are essential to the performance of the department's mission.

2. Exercising control of travel expenses by keeping them within established budget appropriations.
3. Examining travel destinations to ensure that elected officials and employees travel to destinations that result in the lowest cost to the Village (i.e., if there are required trainings, similar seminars, conferences, etc. scheduled throughout the year at various locations, usually the location closest to Ruidoso and in-state will be the least expensive).

The elected official, department director, and employee is responsible to submit travel documentation in accordance with these policies; however, the Finance Department is responsible for verifying and processing the travel forms in accordance with these policies and procedures.

Any individuals authorized by department directors or management to travel utilizing public funds are required to complete, prior to the travel, the appropriate travel and per-diem forms, and provide required documentation depending on the travel situation. The individual asking for the travel request is responsible for providing accurate information.

STANDARD TRAVEL APPROVAL – REIMBURSEMENT PROCEDURES:

Any and all officials and employees of the Village and authorized individuals who travel on official business and where such travel is within the state but away from employees designated post of duty, that official or employee shall complete the Village Travel Approval and Reimbursement Request Form prior to travel date. The completed form will be submitted to their supervisor/department director or Village Manager with the required justification/documentation to substantiate the travel at least twenty-four (24) hours in advance.

The Village Manager or department director will review the form. If approved as being necessary and essential for the good of the Village, then the Village Manager or department director will appropriately sign for approval and forward to the next level of approval, if applicable.

Time away from the Village will be entered as regular hours worked through the electronic payroll system but should identify in the comment section the travel location and purpose.

All claims for reimbursement for mileage, expenses, meals, or per diem expenses shall be on the Village Travel Approval and Reimbursement Request Form.

PER DIEM, MILEAGE, AND OTHER TRAVEL REGULATIONS:

Per-diem, mileage and reimbursements will only be made to the point that is most economical for the taxpayers of the Village. Village vehicles should be used for work-related travel when applicable. Persons attending the same functions should try to attend together to save mileage costs, but if not practical, the Village Manager or Deputy Manager may authorize travel in separate vehicles and/or mileage for use of a personal vehicle.

Persons driving must have a valid driver's license and provide proof of insurance to travel on any Village-approved functions. Proof of insurance must accompany travel requests.

Mileage reimbursement for personal vehicles will only be made when the travel distance is fifty miles (50) miles away from home or from designated post of duty.

In order to qualify for overnight lodging per-diem rates, an employee must meet the following requirements:

1. Travel time must be more than two (2) hours away from home or the employee's designated post of duty.
2. The meeting or training time must be for at least two (2) or more hours.

All per-diem forms submitted for travel approval and reimbursement must have the appropriate levels of approval and supporting documentation, including itineraries, meeting agendas, receipts, etc.

Elected officials, employees, or authorized individuals may purchase their own airline tickets or car rental using their own credit cards or P-Card. The Village will only reimburse the elected official, employee, or authorized individual the best obtainable rate as verified by the Finance Department even if the elected official, employee, or non-employee actually paid more.

It is the responsibility of the individual who receives funds to ensure that all information provided in relation to a request for travel, per-diem, or mileage is accurate.

Checks will only be released to the individual requesting travel or department designee.

Advance travel vouchers will not be processed by the Finance Department unless they are submitted to the Finance Department before the deadlines for the weekly accounts payable check runs to receive payment in advance of the scheduled travel.

In-state requests for travel may be paid on actual expenses but not to exceed the per diem rates on meals.

All out of state travel requests must have prior approval of the Village Manager and have been approved in the annual operating budget.

Registration costs for conferences, meetings, etc. may be paid using a Purchase Card if the vendor does not accept a purchase order (PO) or a check, but available funds must be allocated and available in the appropriate line item.

Emergency out of state travel for official police business or other business deemed essential for the Village must be approved by the Village Manager.

In the event that a travel advance has been made to an employee in excess of the amounts authorized by these rules, the employee will be held liable to the Village for overpayment. The employee will remit the overpayment within five (5) days from the date of return from travel or the amount may be deducted from his/her paycheck. This rule shall also apply for an employee who was unable to complete the number of days of paid travel time or for some reason and received advanced payment.

Any employee who knowingly authorizes or who knowingly accepts payment in excess of the amount allowed by the Per Diem and Mileage Act or in excess of the amount authorized by this chapter and the governing board pursuant to NMSA § 10-8-5 is liable to the Village and possible personnel action, up to and including termination from Village employment, and legal action authorized by law.

TRAVEL ADVANCES:

The Village Manager may approve advance travel to pay approved in-state and out-of-state travel by Village employees in compliance with the Per Diem and Mileage Act. Advanced travel may be paid for those requesting Per Diem or those requesting reimbursement based on actual expenses.

Village employees requesting travel, must identify whether they want to be paid based on standard per diem or on actual expenses when they submit their travel form requesting approval and advance payment. Payment for travel advance will be calculated based on per diem rates and mileage costs estimated for the days and time of the anticipated travel as specified on the travel form included in this policy. The Village Manager may authorize advance payment for eighty percent (80%) of the eligible mileage and per diem rates. The advance payment will be based on proposed travel itinerary. Advances may be picked up from Finance once the advance check has been written but not earlier than ten working day before the travel is to start.

When a travel advance is made for a trip, all persons (elected officials, employees, authorized individuals) shall submit all required documentation within five working days of return from the trip. If the form isn't completed within the five (5) working day-time frame, then reimbursement will not be given unless written justification supporting the delay is approved by the Village Manager. After reconciling receipts to amount advanced, the employee will refund any excess advance payment in full along with the return travel authorization form to the Finance Department. If return forms and any payments due to the Village are not completed as stated, the Village Manager may authorize Finance to process a deduction for the full amount from the person's payroll check. If it is determined that an amount is due to the employee, the travel form providing documentation will be submitted to Finance so they may process payment for the difference owed. Acceptance and understanding of this policy are agreed to when the person signs the travel authorization form.

PARTIAL DAY PER DIEM RATES AND REGULATIONS:

Elected officials or employees who occasionally and irregularly travel shall be reimbursed for travel which does not require overnight lodging but extends beyond the normal workday. Partial Day Per Diem is paid as follows:

Travel Time	Reimbursement
Less than 2 hours	\$0
2 hours, but less than 6 hours	\$25.00
6 hours, but less than 12 hours	\$50.00
12 hours or more	\$70.00

"Occasionally and irregularly" means not on a regular basis as determined by the department director and/or Village Manager. The employee is entitled to per-diem rates under this section if the employee either travels once a month with irregular destinations and at irregular times or travels four times in one month and then does not travel again in the next two months, so long as this is not a regular pattern.

"Normal workday" means eight hours within a nine-hour period for all elected officials and employees both salaried and non-salaried, regardless of the officer's or employee's regular work schedule.

STANDARD PER DIEM RATES:

Overnight travel: Regardless of the number of hours traveled, travel for elected officials and employees where overnight lodging is required shall be reimbursed as follows:

nt for lodging and meal expenses, not to exceed:

In-state areas	\$180 for a 24-hour period
In-state special area	\$249 for a 24-hour period
Out-of-state	\$180 for a 24-hour period
International	\$298 for a 24-hour period

In-state special area shall be Santa Fe County.

Return from overnight travel. On the last day of travel when overnight lodging is no longer required, **partial-day reimbursement** shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed and divide the number of hours traveled by 24. The hours remaining constitute the partial day that shall be reimbursed as follows:

Travel Time	Reimbursement
Less than 2 hours	\$0
2 hours, but less than 6 hours	\$25.00
6 hours, but less than 12 hours	\$50.00
12 hours or more	\$70.00

If the elected official, employee, or authorized individuals receive a meal provided by the conference or training, no reimbursements for that same meal will be made.

ACTUAL EXPENSES IN LIEU OF STANDARD PER DIEM RATES:

Actual expenses paid to Village employees, public officials, and authorized individuals (as noted under NMSA §§ 10-8-1 to 10-8-7, and DFA Rule 2.42.2) that are greater overall than the standard per-diem rate may be reimbursed, provided the following conditions are met:

1. Itemized receipts are required for all Lodging/M meal expenses incurred, including meals. Such expenses shall be paid with the approval of the Village Manager based on a determination that expenses are economically practical and incurred in the discharge of authorized Village business within the limits as stated in this policy.
2. Payment for meals shall be \$70 for in-state travel and out-of- state travel and \$104 per day for international travel as amounts for all meals within a twenty-four-hour period. Receipts submitted cannot include any alcoholic beverages.
3. When actual method has been requested and approved, under no circumstances can the traveler change back to standard per-diem rates.
4. The Village will not pay for any extra days that do not pertain to Village business.
5. Lodging rates per night, including taxes and fees, in excess of \$215 per night must be approved by the Village Manager prior to travel.
6. International travel must be approved by the Village's Governing Body.

REIMBURSEMENT FOR TRAVEL BY PRIVATE CONVEYANCE:

Mileage for travel using your own private conveyance shall be paid only in accordance with the provisions of this section. Mileage rates are based on the Internal Revenue Service (IRS) standard mileage rate set the previous January 1 of the year for each mile traveled in a privately owned vehicle. Village public officers and employees shall be reimbursed mileage for travel by private conveyance in the discharge of official duties as follows:

1. **Privately owned vehicle** shall be reimbursed at 100% of the IRS rate from the prior year. Mileage shall be reimbursed pursuant to the mileage chart attached to this policy. The mileage posted in the chart is based on an official road map of the state of New Mexico.

Mileage however will only be paid to one person for each mile traveled in a single privately owned vehicle or airplane, except in the case of common carriers, in which case the person shall receive the cost of the ticket in lieu of the mileage allowance.

2. Privately owned aircraft use will be at a rate not to exceed the current lowest coach class commercial airfare, after the Village verifies the current rates of at least two (2) commercial airlines prior to reimbursement, for routes traveled by commercial airlines. Otherwise, a rate of \$0.88 per nautical mile shall be reimbursed for use of privately owned aircraft.

TIPPING FEES, PHONE CALLS, COPYING, PARKING, AND OTHER FEES:

Elected officials, employees, and nonemployees performing Village-related business may be reimbursed for certain actual expenses in addition to per-diem rates for such things as parking, copying, phone calls and tipping.

Elected officials, employees, and authorized individuals may be reimbursed without receipts for the following expenses in an amount of \$6 per day, not to exceed a total of \$30 per trip:

1. Taxi or other transportation fares at the destination of the traveler.
2. Gratuities as allowed.
3. Actual costs for travel by common carrier, provided such travel is accomplished in the most economical and practical manner.
4. Rental cars or charter aircraft provided less-expensive public transportation is not available or appropriate.

If more than \$6.00 per day or \$30.00 per trip is claimed, the entire amount of the reimbursement claim must be accompanied by receipts.

Professional fees or dues that are beneficial to the Village operations or mission, registration fees for educational programs, or conferences must be paid by PO. If the vendor does not accept a PO or check payment can be made by P-Card. Payment must be in advance of the travel.

Under circumstances where the loss of receipts would deny reimbursement and create a hardship, an affidavit from the Village official or employee attesting to the expenses may be substituted for an actual receipt. The affidavit for the lost receipt must accompany the travel voucher and include the signature of the department head or designee, and the Village Manager/Deputy Manager with all relevant information on the affidavit such as reason for affidavit, location where the expenditure was made, and description of purchased item. It is the responsibility of the person claiming the reimbursement to keep track of all receipts. An affidavit will be accepted for one lost receipt on any trip but must be approved by the Village Manager. In addition to the above, restaurant and cab fare gratuities shall be limited to no more than twenty percent (20%) of the allowable food receipts and cab fares. Parking, baggage handling, and other similar tips will be limited to no more than \$2 per tip.

CLARIFICATION:

Items not addressed in this policy and/or items which are addressed but are not clear shall be subject to the provisions of article 8, sections 10-8-1 through 10-8-8 New Mexico Statutes Annotated, 1978, cited as the per diem and mileage act and as interpreted by DFA rule 95-1 (NMAC 2.42.2), as stipulated.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: May 6, 2025

Re: Discussion on Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.

Item Summary:

Discussion on Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.

Financial Impact:

The Village will see a slight decrease in personnel budget with the adoption of these policy changes.

Item Discussion:

Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.

Recommendations:

To Discuss Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.

ATTACHMENTS:

Description

RESOLUTION 2025-16

PREVIOUS PERSONNEL POLICY 10-10 LONGEVITY PAY ON RETIREMENT

VILLAGE OF RUIDOSO

RESOLUTION 2025-16

A RESOLUTION AMENDING ORDINANCE 2014-06 VILLAGE OF RUIDOSO PERSONNEL POLICY CHAPTER 4 SECTION 2-6: PAY; CHAPTER 4 SECTION 8: SHIFT DIFFERENTIAL; CHAPTER 5 SECTION 6: SCHEDULING; CHAPTER 6 SECTION 9: EMPLOYEE ACKNOWLEDGEMENT.

WHEREAS, the Village of Ruidoso Council adopted the Village of Ruidoso Personnel Policies by Ordinance 2014-06 in July 2014; and

WHEREAS, the Village Council believes that it is advisable to review the personnel policies from time to time and make changes as necessary; and

WHEREAS, the Village Council may amend the Village of Ruidoso's Personnel Policies by resolution; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso hereby adopts the AMENDED Personnel Policies, Ordinance 2014-06, Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgment.

1. The current adopted policy language is listed in black, the ~~strike-out~~ language is to be removed, and the revisions to the policy are indicated in red.

CHAPTER 4 SECTION 2-6: PAY

4-2-6 Pay

If an employee receives temporary incentive pay and goes on FMLA or Worker's Compensation leave, the employee shall not receive the temporary incentive pay until they return to work. Temporary incentives would include FTO (Field Training Officer), Safety Liaison, and special assignment pay.

CHAPTER 4 SECTION 8: SHIFT DIFFERENTIAL

4-8 Shift Differential

The Village of Ruidoso recognizes that some departments operate 24 hours a day and others start early morning operations with employees working on different shifts during the 24-hour period. Shift differential is payment to employees who work swing and grave shifts for the Village of Ruidoso. It shall be the policy of the Village of Ruidoso to pay eligible employees a premium for working swing shift and grave shift. The premium payment shall be added to the hourly wage.

Swing shifts begin between 1:45 pm – 7:44 pm. Employees will be paid an additional .25 per hour when working a swing shift. Grave shifts begin between 7:45 pm – 4:00 am. Employees will be paid an

additional .50 per hour when working a grave shift. The differential shall be added to the hourly wage. No shift differential will be paid for any shift beginning after 4:00 am.

It will be the Director's/Manager's responsibility to provide a timely schedule/roster of any shift changes before the beginning of the pay period to ensure employees are paid appropriately. The notification will be signed by the Department Director, Finance Department, Human Resources Manager and Village Manager or Designee. The Village Manager may have final approval for all shift differential changes.

If an employee who would normally qualify for shift differential pay goes on FMLA or Worker's Compensation leave, the employee shall not receive shift differential pay until they return to work.

CHAPTER 5 SECTION 6: SCHEDULING

5-6 Scheduling

The Department Director/Manager or direct Supervisor will determine the reporting time and leaving ending time for the employees to ensure operational needs are met and to achieve the maximum effectiveness of the department.

There may be times when a Department may adopt a temporary schedule such as four (4) 10-hour shifts and one (1) 8-hour shift due to a heavy workload. Employees will be given notice of at least one pay period in advance and are expected to be available to work the adjusted schedule due to increased operational needs. All non-exempt employees will be paid in accordance with the overtime provisions of the FLSA. During temporary adjusted schedules of greater than forty (40) hours, leave will only be granted up to forty (40) hours unless leave is requested in advance and pre-approved.

Regular full-time fire positions work rotating shifts which are 48 hours on, and 96 hours off with starting reporting and ending time set by the Fire Chief.

When non-exempt fire staff attend scheduled training outside of their regular rotating schedule therefore causing the employee not to be able to work their full 96 hours or 120 hours as they typically would, the Chief may determine if there is availability of additional hours. The Chief will notify the employee if there is an opportunity for the employee to make up such hours. If that is not possible, the employee has the option to use accrued leave, however leave will only be granted up to 96 hours or 120 hours depending on schedule unless leave is requested in advance and pre-approved.

Directors and Managers are expected to be available during busy seasonal holidays and weekends or notify the Village Manager of the person in their department who will be available if needed.

CHAPTER 6 SECTION 9: EMPLOYEE ACKNOWLEDGEMENT

6-9 Employee Acknowledgment

Employees hired prior to the adoption and execution of this personnel policy ordinance will follow the previous personnel policy ordinance approved and adopted September 21, 2014, for the following

sections only: 6-4-3 Sick Leave Maximum Accumulation Allowance, 6-4-5 Retirement Provisions, 6-4-6 Voluntary Termination Provisions, ~~and~~ 6-8 Vacation, **and 10-10 Longevity Pay on Retirement.**

PASSED, APPROVED, AND ADOPTED ON THIS 13th DAY OF MAY 2025.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

10-10 Longevity Pay on Retirement

If an employee retires (eligible for PERA and/or social security) after June 30th but before the next December payment, that employee shall be entitled to the full amount of longevity paid at \$4.00 for each full month of employment, not to exceed \$1,200.00.

100

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 6, 2025

Re: Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.

Item Summary:

Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.

Financial Impact:

Overtime for this project will be billed to the Ruidoso Downs Race Track

Item Discussion:

Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.

Recommendations:

To Discuss Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.

ATTACHMENTS:

Description

Ruidoso Downs Race Track



VILLAGE OF RUIDOSO POLICE
DEPARTMENT
1085 Mechem Dr.
Ruidoso, NM 88345



**JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE RUIDOSO DOWNS RACE TRACK**

**REGARDING PROVIDING SECURITY FOR SPECIAL EVENTS FOR THE
2025 RACE SEASON**

The Following shall serve as a written contract between the Village of Ruidoso and the Ruidoso Downs Race Track to provide police services for security during the 2025 Race Season.

The following contract is entered into by the Village of Ruidoso Police Department, hereafter referred to as RPD, and the Ruidoso Downs Race Track, hereafter referred to RDRT. The contract duration is for the 2025 Horse Racing Season and shall begin on May 23, 2025 and end on September 1, 2025. Due to the amount of people in attendance at the RDRT on race days and the increased potential for property crimes, it is necessary for RDRT to have security present. Although this contract pertains primarily to race days, security services may be expanded to include special events at the RDRT, as determined by RDRT. RPD will provide up to three uniformed police officers and the equipment necessary to perform their police duties. When necessary, RDRT may request additional officers and if available, RPD will provide the additional manpower. With RDRT being in the jurisdiction of Ruidoso Downs, RPD officers assigned to this detail will be temporarily commissioned by the Ruidoso Downs Police Department for the specific dates security services are needed.

- **Services to be Provided**

While performing security duties, RPD officers shall retain their full law enforcement authority and will enforce all local, state, and federal laws.

RPD officers will assist in maintaining general order within the RDRT. Security services will extend to the parking lot of the RDRT and RPD officers will assist in vehicular and pedestrian traffic flow into and around the RDRT area.

- **Financial Terms**

Officers that work the RDRT security will be compensated through the Village of Ruidoso payroll system whereby the FLSA regulation and the Village's Personnel Policy will be followed. RPD Officers whose actual hours worked, including the hours worked for RDRT security, exceed 40 in their scheduled work week will be compensated at an overtime and or Holiday rate per Village of Ruidoso Personnel Policy and FLSA regulation. The Village of Ruidoso will bill RDRT monthly for RPD total personnel costs as security service to RDRT. Officers will receive no direct monetary compensation or benefits from the RDRT for services rendered. RDRT agrees to remit payment to the Village of Ruidoso within 30 days of billing.

- **Maintenance of Records**

Police records generated by RPD officers while performing security at the RDRT will be maintained by the Ruidoso Downs Police Department. RPD officers shall provide to the Ruidoso Downs Police Department any necessary ancillary documentation to support any enforcement action taken by RPD officers while working this detail.

- **Duration, Modification, and Termination of Contract**

This annual contract will remain in effect through the 2025 Horse Racing Season. RDRT or RPD may terminate this contract upon a five-day written notice to the other party.

RDRT and RPD may modify the terms of this contract if both parties agree to the proposed changes in writing. The written modifications shall be signed and attached to this contract. If RDRT determines a need for services for the 2025 racing season, a new contract will be presented for consideration and approval by both parties.

This contract will automatically terminate at the end of the 2025 Race season, September 1, 2025.

- **Liability Issues**

The Village of Ruidoso Police Liability policy will provide coverage of RPD officers if they are acting in the performance of their duties as a police officer while performing security for RDRT. RPD officers will also be covered under the Village of Ruidoso's workman compensation plan in the event of an injury to RPD officers while performing their duties as an officer when providing security for RDRT.

- **Span of Control**

The supervision and control of RPD officers will remain solely with the RPD agency, its supervisors and the Chief of Police.

- **Use of Agency Equipment**

Only RPD officers may operate or use equipment owned by RPD and the Village of Ruidoso.

Passed, Adopted, and Approved on this 11th Day of May 2025.

Lynn D. Crawford, Mayor

(SEAL)

Attest:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 9.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 6, 2025

Re: Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.

Item Summary:

Discussion on Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.

Financial Impact:

Overtime for this project will be billed to the Ruidoso Jockey Club.

Item Discussion:

Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.

Recommendations:

To Discuss Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.

ATTACHMENTS:

Description
Ruidoso Jockey Club



VILLAGE OF RUIDOSO POLICE
DEPARTMENT
1085 Mechem Dr.
Ruidoso, NM 88345



**JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE RUIDOSO JOCKEY CLUB**

**REGARDING PROVIDING SECURITY FOR SPECIAL EVENTS FOR THE
2025 RACE SEASON**

The Following shall serve as a written contract between the Village of Ruidoso and the Ruidoso Jockey Club to provide police services for security during the 2025 Race Season.

The following contract is entered into by the Village of Ruidoso Police Department, hereafter referred to as RPD, and the Ruidoso Jockey Club, hereafter referred to as RJC. The contract duration is for the 2025 Horse Racing Season and shall begin on May 23, 2025 and end on September 1, 2025. Due to the amount of people in attendance at the RJC on race days and the increased potential for property crimes, it is necessary for RJC to have security present. Although this contract pertains primarily to race days, security services may be expanded to include special events at the RJC, as determined by RJC. RPD will provide up to three uniformed police officers and the equipment necessary to perform their police duties. When necessary, RJC may request additional officers and if available, RPD will provide the additional manpower. With RJC being in the jurisdiction of Ruidoso Downs, RPD officers assigned to this detail will be temporarily commissioned by the Ruidoso Downs Police Department for the specific dates security services are needed.

- **Services to be Provided**

While performing security duties, RPD officers shall retain their full law enforcement authority and will enforce all local, state, and federal laws.

RPD officers will assist in maintaining general order within the RJC. Security services will extend to the parking lot of the RJC and RPD officers will assist in vehicular and pedestrian traffic flow into and around the RJC area.

- **Financial Terms**

Officers that work the RJC security will be compensated through the Village of Ruidoso payroll system whereby the FLSA regulation and the Village's Personnel Policy will be followed. RPD Officers whose actual hours worked, including the hours worked for RJC security, exceed 40 in their scheduled work week will be compensated at an overtime and or Holiday rate per Village of Ruidoso Personnel Policy and FLSA regulation. The Village of Ruidoso will bill RJC monthly for RPD total personnel costs as security service to RJC. Officers will receive no direct monetary compensation or benefits from the RJC for services rendered. RJC agrees to remit payment to the Village of Ruidoso within 30 days of billing.

- **Maintenance of Records**

Police records generated by RPD officers while performing security at the RJC will be maintained by the Ruidoso Downs Police Department. RPD officers shall provide to the Ruidoso Downs Police Department any necessary ancillary documentation to support any enforcement action taken by RPD officers while working this detail.

- **Duration, Modification, and Termination of Contract**

This annual contract will remain in effect through the 2025 Horse Racing Season. RJC or RPD may terminate this contract upon a five-day written notice to the other party.

RJC and RPD may modify the terms of this contract if both parties agree to the proposed changes in writing. The written modifications shall be signed and attached to this contract. If RJC determines a need for services for the 2025 racing season, a new contract will be presented for consideration and approval by both parties.

This contract will automatically terminate at the end of the 2025 Race season, September 1, 2025.

- **Liability Issues**

The Village of Ruidoso Police Liability policy will provide coverage of RPD officers if they are acting in the performance of their duties as a police officer while performing security for RJC. RPD officers will also be covered under the Village of Ruidoso's workman compensation plan in the event of an injury to RPD officers while performing their duties as an officer when providing security for RJC.

- **Span of Control**

The supervision and control of RPD officers will remain solely with the RPD agency, its supervisors and the Chief of Police.

- **Use of Agency Equipment**

Only RPD officers may operate or use equipment owned by RPD and the Village of Ruidoso.

Passed, Adopted, and Approved on this 11th Day of May 2025.

Lynn D. Crawford, Mayor

(SEAL)

Attest:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 10.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

This overtime cost reimbursement will be paid in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2025 and May 31, 2026. These funds will be budgeted in the DWI Grant Fund's Law Enforcement line item (223-437-52401) for the FY 2026.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

MOU Ruidoso Downs Police Dept

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE CITY OF RUIDOSO DOWNS
AS THE ADMINISTRATIVE AUTHORITY FOR THE
RUIDOSO DOWNS POLICE DEPARTMENT
FOR DWI ENFORCEMENT ACTIVITIES
AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the City of Ruidoso Downs (“the City”) is the administrative authority for the Ruidoso Downs Police Department (“RDPD”).

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Ruidoso Downs for DWI enforcement activities including overtime worked by the RDPD and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Program of Lincoln County (“the program”), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2025 through May 31, 2026 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. The City acknowledges and agrees that the reimbursement provided for in this agreement is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.
2. The RDPD shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.
3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. This overtime cost reimbursement will be paid in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2025 and May 31, 2026.

5. The RDPD shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.

- a. The enforcement activity completed.
- b. The names of the officers involved and their hourly wage.
- c. The number of hours worked.
- d. The total amount requested
- e. A breakdown of the total enforcement actions taken.

6. The RDPD shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse the City for work occurring before the effective date of termination. The Village may terminate this Agreement without notice upon the determination that funds are no longer available for the project.

8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

City of Ruidoso Downs:

Dean Holman, Mayor
PO Box 348
Ruidoso Downs, NM 88346

Village of Ruidoso:

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

9. RDPD shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the RDPD under this MOU. The Village shall save and hold harmless, indemnify and defend Ruidoso Downs, its elected officials, employees and agents in

their official and individual capacities of and from any and all liabilities, claims losses, or damages arising out of or alleged to arise out of negligence of the Village.

10. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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

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

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

14. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____

Date: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

ATTEST:

BY: _____

Date: _____

Jinni S. Turri, Clerk
Village of Ruidoso

BY: _____

Date: _____

William Hanson
Lincoln County DWI Coordinator

BY: _____

Date: _____

Dean Holman, Mayor
City of Ruidoso Downs

ATTEST:

BY: _____

Date: _____

Ally Giron, City Clerk
City of Ruidoso Downs

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 11.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

The financial impact for this contract will be \$4,000.00 which will be paid for out of the DWI Overtime line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE
VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN
AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN
COUNTY SHERIFF’S OFFICE FOR
DRIVING WHILE INTOXICATED (“DWI”) PREVENTION ENFORCEMENT
ACTIVITIES AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the County of Lincoln, (“LC”) is the administrative authority for the Lincoln County Sheriff’s Office (the “LCSO”); and,

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse LC for DWI Prevention enforcement activities; and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Prevention program of LC (“the program”) and will serve to protect the health, safety, and welfare of all the citizens of LC; and,

WHEREAS, the increased police presence over peak traffic hours in LC is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2025 through May 31, 2026 to facilitate the detection and prevention of DWI related violations and hereby agree as follows:

1. LCSO acknowledges and agrees that the reimbursement provided for in this MOU is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and/or any other benefits the agency may afford its officers.
2. The LCSO shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Prevention Program Coordinator.
3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. LCSO Deputies will be paid time and a half (1½) as reimbursement for services rendered in an amount not to exceed four thousand dollars (\$4,000.00) for the period of time between July 1, 2025 and May 31, 2026.

5. The LCSO shall submit monthly claims for payment to the Village DWI Prevention Coordinator in the form of a letter containing the following information:

- a. The enforcement activity completed.
- b. The names of all officers involved and their hourly wage.
- c. The number of hours worked.
- d. The total amount requested.
- e. A breakdown of the total enforcement actions taken.

6. The LCSO shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two (2) weeks' advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the addresses listed below. The Village shall reimburse LCSO for work occurring before the effective date of termination. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available for the project.

8. All notices under this MOU shall be sufficient if mailed by United States Postal Service first class mail, or by certified mail if required, postage prepaid to:

Lincoln County Sheriff
P.O. Box 278
Carrizozo, NM 88301

Lincoln County Manager
P.O. Box 711
Carrizozo, NM 88301

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

9. It is expressly understood and agreed by LC and the Village that neither shall be held liable for the actions of the other party or any of the members of the parties while in any manner furnishing services hereunder. The parties do hereby waive all claims against each other for any loss, damage, personal injury, or death arising from the performance of this MOU.

By entering into this MOU, the parties and their “public employees” as defined in the New Mexico Tort Claims Act, *supra*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this MOU modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions or any part of this MOU to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this MOU to maintain any suit for wrongful death, bodily or personal injury, damage to property, or any other matter whatsoever, pursuant to the provisions of this MOU.

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

11. This MOU shall not be altered, changed, amended except by an instrument in writing executed by the parties hereto.

12. If any term of this MOU shall be held invalid or non-enforceable, the remainder of this MOU shall not be affected and shall be valid and enforceable to the fullest extent of the law.

13. The parties agree that this MOU shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this MOU shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____ Date: _____
Lynn D. Crawford, Mayor
Village of Ruidoso

ATTEST:

BY: _____ Date: _____

Jini S. Turri, Village Clerk
Village of Ruidoso

BY: _____
William Hanson, DWI Coordinator
County of Lincoln

Date: _____

BY: _____
Todd Proctor, Chair
County of Lincoln Board of Commissioners

Date: _____

ATTEST:

By: _____
Shannan Hemphill, Clerk
County of Lincoln

Date: _____

BY: _____
Mike Wood, Sheriff
County of Lincoln

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 12.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

The financial impact for this contract will be \$4000.00 which will be paid for out of the DWI Overtime line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between

July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

MOU Ruidoso Police Dept

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AS FISCAL AGENT AND THE VILLAGE OF RUIDOSO
AS THE ADMINISTRATIVE AUTHORITY FOR THE
RUIDOSO POLICE DEPARTMENT FOR DWI ENFORCEMENT
ACTIVITIES AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the Village of Ruidoso (“the Village”) is the administrative authority for the Ruidoso Police Department (“RPD”).

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Village for DWI enforcement activities including overtime worked by the Ruidoso Police Department and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Program of Lincoln County (“the program”), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County: and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2025 through May 31, 2026 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. The Village acknowledges and agrees that the reimbursement provided for in this agreement is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The RPD shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. This overtime cost reimbursement will be paid in an amount not to exceed four thousand dollars (\$4,000.00) for the period of time between July 1, 2025 and May 31, 2026.

5. The RPD shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.

- a. The enforcement activity completed.
- b. The names of the officers involved and their hourly wage.
- c. The number of hours worked.
- d. The total amount requested.
- e. A breakdown of the total enforcement actions taken.

6. The RPD shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse the Village for work occurring before the effective date of termination. The Village may terminate this Agreement without notice upon the determination that funds are no longer available for the project.

8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Chief Minner
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

9. RPD shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the RPD under this MOU.

10. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort

Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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

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

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

14. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

Date: _____

ATTEST:

BY: _____

Jini S. Turri, City Clerk
Village of Ruidoso

Date: _____

BY: _____

William Hanson
Lincoln County DWI Coordinator

Date: _____

BY: _____

Chief Minner
Ruidoso Police Department

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 13.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

The financial impact for this contract will be \$1,000.00 for the period of time between July 1, 2025 and May 31, 2026, which will be paid for out of the DWI Overtime line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

MOU Carrizozo Police Dept

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE TOWN OF CARRIZOZO
AS THE ADMINISTRATIVE AUTHORITY FOR THE CARRIZOZO
POLICE DEPARTMENT FOR DWI ENFORCEMENT
AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the Town of Carrizozo (“Carrizozo”) is the administrative authority for the Carrizozo Police Department

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Carrizozo for DWI enforcement activities including overtime worked by the Carrizozo Police Department and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Program of Lincoln County (“the program”), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2025 through May 31, 2026 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. Carrizozo acknowledges and agrees that the reimbursement provided for in this agreement is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The Carrizozo Police Department shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. This overtime cost reimbursement will be paid in an amount not to exceed one thousand dollars \$1,000.00 for the period of time between July 1, 2025 and May 31, 2026.
5. The Carrizozo Police Department shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
 - a. The enforcement activity completed.
 - b. The names of the officers involved and their hourly wage.
 - c. The number of hours worked.
 - d. The total amount requested
 - e. A breakdown of the total enforcement actions taken.
6. The Carrizozo Police Department shall provide all equipment required by its officers to perform these activities.
7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse Carrizozo for work occurring before the effective date of termination. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available for the project.
8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Diron Hill, Chief Carrizozo Police Department:
P.O. Box 828
Carrizozo, New Mexico 88301

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
9. Carrizozo shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the Carrizozo Police Department under this MOU.

10. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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

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

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

14. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

Date: _____

ATTEST:

BY: _____

Jini S Turri, City Clerk
Village of Ruidoso

Date: _____

BY: _____

Date: _____

William Hanson
Lincoln County DWI Coordinator

BY: _____

Date: _____

Robert E. Hemphill, Mayor
Town of Carrizozo

BY: _____

Date: _____

Diron Hill, Chief of Police
Town of Carrizozo

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 14.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

The financial impact for this contract will be \$1,000.00 for the period of time between July 1, 2025 and May 31, 2026, which will be paid for out of the DWI Overtime line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

MOU Capitan Police Dept

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE VILLAGE OF CAPITAN
AS THE ADMINISTRATIVE AUTHORITY FOR THE
VILLAGE OF CAPITAN POLICE DEPARTMENT FOR DWI
ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the Village of Capitan, (“Capitan”) is the administrative authority for the Capitan Police Department (“Capitan”)

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Capitan for DWI enforcement activities including overtime worked by the Capitan Police Department and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Program of Lincoln County (“the program”), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County: and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2025 through May 31, 2026 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. Capitan acknowledges and agrees that the reimbursement provided for in this agreement is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The Capitan Police Department shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.
4. This overtime cost reimbursement will be paid in an amount not to exceed one thousand dollars (\$1,000.00) for the period of time between July 1, 2025 and May 31, 2026.
5. The Capitan Police Department shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
 - a. The enforcement activity completed.
 - b. The names of the officers involved and their hourly wage.
 - c. The number of hours worked.
 - d. The total amount requested
 - e. A breakdown of the total enforcement actions taken.
6. The Capitan Police Department shall provide all equipment required by its officers to perform these activities.
7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse Village of Capitan for work occurring before the effective date of termination. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available for the project.
8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Randy Spear, Chief
Village of Capitan
PO BOX 246
Capitan, New Mexico 88316

Village:

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
9. Capitan shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all

liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the Capitan Police Department under this MOU.

10. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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

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

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

14. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____

Date: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

ATTEST:

BY: _____

Date: _____

Jini S. Turri, City Clerk
Village of Ruidoso

BY: _____

Date: _____

William Hanson
Lincoln County DWI Coordinator

BY: _____

Date: _____

Minerva Davalos, Mayor
Village of Capitan

BY: _____

Date: _____

Randy Spear, Chief of Police
Village of Capitan

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 15.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding with Capitan Therapy & Behavioral Health, LLC to Provide Individual and Group Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Item Summary:

Discussion on Memorandum of Understanding with Capitan Therapy & Behavioral Health, LLC to Provide Individual and Group Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Financial Impact:

The financial impact for this contract will be \$6,000.00 for the period of time between July 1, 2025 and June 1, 2026, which will be paid for out of the Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding with Capitan Therapy & Behavioral Health, LLC to Provide Individual and Group Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Recommendations:

To Discuss Memorandum of Understanding with Capitan Therapy & Behavioral Health, LLC to Provide Individual and Group Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

ATTACHMENTS:

Description

MOU Capitan Therapy & Behavioral Health



CONTRACT FOR GOODS AND SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and: Capitan Therapy & Behavioral Health, LLC, hereinafter referred to as the "Contractor" 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: Capital Projects
ATTN: Project Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Cell:
Email: purchasing@ruidoso-nm.gov

Capitan Therapy & Behavioral Health, LLC
ATTN: Kimberly Wudarzewski
Title: Owner
Street: 708 Mechem Dr. STE B
Ruidoso, NM 88345
Phone: 505-273-0982
Cell:
Email: WWW.capitantherapy.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 Contractor 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 Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, Section 13-1-125 NMSA 1978 and Sections 1.4.1.51 and 1.4.1.52 NMAC the total amount of this Agreement shall not exceed six thousand dollars \$6,000, including NMGR;T;

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

1. **Definitions.**

- A. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. Procuring Agency is the Village of Ruidoso and DWI Program.
- B. "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
- C. "You" and "your" refers to Capitan Therapy & Behavioral Health, LLC. "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

Capitan Therapy & Behavioral Health will provide individual therapy along with group treatment for alcohol, substance abuse, and anger management offenders. Treatment and intervention services will go to individuals who qualify under the guidelines of this project. Qualified individuals are those with an arrest and conviction for DWI or Alcohol related Domestic Violence; who have been referred to alcohol, substance abuse, and/or anger management offender treatment services; by the court or by the Magistrate Court probation office.

Services provided will consist of:

- Individual assessment to determine if the person will benefit from participation in the alcohol, substance abuse, and anger management program. The initial phase will include an individual interview, a full mental health assessment and information gathering about family history. Each individual will create a treatment plan with their therapist based on their needs. Treatment plans include 12 to 24 individual sessions along with 12 to 24 group sessions. Individual sessions are typically once a week; in some case more.
- Group Counseling Sessions: After assessment is completed, most individuals will be referred to participate in Capitan Therapy & Behavioral Health's 24-week program. Group will be held once per week and will be an open group. The group program uses the Seeking Safety Model curriculum for alcohol, substance abuse and anger management treatment. This model covers twenty-four treatment topics for alcohol, substance abuse, and anger management. The groups are 60 minutes long. Groups generally have between four and fourteen participants.
- On rare occasions, some individuals may not be appropriate for the group program, i.e., issues with cognitive abilities, deaf or hard of hearing, limited English proficiency. Capitan Therapy & Behavioral Health will provide the same Seeking Safety model in individual sessions for these persons.
- Case Management: Capitan Therapy and Behavioral Health will provide monthly progress reports to the referring probation or misdemeanor compliance officer and provide more frequent updates if attendance or participation does not meet program requirements. This program is based in personal accountability and we believe it is important to address any issues immediately.

The Contractor shall perform the work as outlined in Scope of Work as listed above.

3. Compensation.

- A. The Procuring Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of, individual therapy is \$150 per session. Group therapy is \$50 per individual per session, such compensation not to exceed six Thousand dollars **\$6,000.00**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Procuring Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six Thousand Dollars \$6,000.00.**

B. Payment

The total compensation under this Agreement shall not exceed six thousand \$6,000.00 **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor 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 Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor 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 date **WILL NOT BE PAID.**

C. Taxes

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

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors 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 July 1, 2025 through June 1, 2026, all invoices must be received by June 1, 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 Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available. The Contractor 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 Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor 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. Contractor'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 Contractor 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 Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor 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 Contractor'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 Contractor 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 CONTRACTOR'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 Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor 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 Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor 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 Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor 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 Contractor 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 Contractor 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 Contractor specifically represents and warrants that:
 - 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor 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 Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor 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 Contractor 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 Contractor 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. Contractor'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. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor 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, Contractor 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 Contractor 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 Contractor certifies the Contractor 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 Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor 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.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor 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 Contractor 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, Contractor 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 Contractor and the State exceed \$250,000 dollars.

B. Contractor 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. Contractor 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: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Contractor 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 contractor has (250) or more employees' contractor 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, contractor 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 contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor 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. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor 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 subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor 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 Contractor 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 Contractor 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 Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor 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 Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor 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 Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor 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 Contractor; 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 subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor 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 Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Contractor 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 Contractor 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 Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor 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. Contractor 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 Contractor by the Procuring Agency or, developed by the Contractor 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 Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Contractor Personnel.

- A. Key Personnel. Contractor'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:

Kim Wudarzewski
Anthony Wright

- 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 Contractor's personnel assigned to the Project is reduced for any reason, Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor's best and final offer; and (3) the Contractor'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 Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. **Inspection.**

Reserved.

37. **Inspection of Services.**

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor 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 Contractor 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 Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors 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 Contractor 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 Contractor 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 Contractor 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 Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
 - 2. terminate the Agreement for default.

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 CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor 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. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - 1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - 2. Property damage or combined single limit coverage: \$1,000,000.
 - 3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - 4. Umbrella: \$1,000,000.
- C. Contractor 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 Contractor. Such 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.

39. 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:

Capitan Therapy & Behavioral Health, LLC:

Lynn D. Crawford, Mayor

Kimberly Wudarzewski - Owner

Date:_____

Date:_____

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 16.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Memorandum of Understanding with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Item Summary:

Discussion on Memorandum of Understanding with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Financial Impact:

The financial impact for this contract will be \$6,000.00 for the period of time between July 1, 2025 and June 1, 2026, which will be paid for out of the Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

Recommendations:

To Discuss Memorandum of Understanding with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.

ATTACHMENTS:

Description
MOU



CONTRACT FOR GOODS AND SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and: Hope Floats Addiction Counseling, LLC, hereinafter referred to as the "Contractor" 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: Capital Projects
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Cell: 575-937-1117
Email: purchasing@ruidoso-nm.gov

COPE
ATTN: Sara L. Chapman
Title: Counseling Director
Street: 615 Sudderth Dr. Suite 1
Ruidoso, NM 88345
Phone: 575-937-1665
Cell:
Email: hopefloatsacrp@gmail.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 Contractor 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 Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, Section 13-1-125 NMSA 1978 and Sections 1.4.1.51 and 1.4.1.52 NMAC the total amount of this Agreement shall not exceed \$6,000, including NMGR;T;

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

1. **Definitions.**

- A. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. Procuring Agency is the Village of Ruidoso and DWI Program.
- B. "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
- C. "You" and "your" refers to Hope Floats Addiction Counseling, LLC, "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

Hope Floats Addiction Counseling, LLC is staffed with a Licensed Practical Clinical Counselor (LPCC), a Licensed Clinical Social Worker (LCSW), a Licensed Substance Abuse Associate (LSAA), a Licensed Peer Support Worker (LPSW), and a team of trained peer support personnel. With such a diverse and skilled group of people, our facility can offer a wide variety of services.

Treatment and intervention services will go to individuals who qualify under the guidelines of this project. Qualified individuals are those with an arrest and conviction for DWI or Alcohol related Domestic Violence; who have been referred to alcohol, substance abuse, and/or anger management offender treatment services; by the court or by the Magistrate Court probation office.

Services provided include:

- A. An in-depth mental health assessment to gather all information necessary to develop a treatment plan with the client to address their specific needs. If the treatment staff deems it necessary or the court recommends it, we will also complete a substance abuse screening utilizing the Addiction Severity Index (ASI) tool. The ASI will assess the totality of a person's substance abuse and provide a comprehensive overview of all addiction-related issues, including medical status, employment and support, drug use, alcohol use, legal status, family/social status, and psychiatric status.
- B. Once the assessment and/or screening has been completed our treatment staff will make a recommendation based on the client's needs that can include individual mental health counseling, substance abuse counseling, or a combination of the two.
- C. Weekly group counseling sessions including Seeking Safety for anger management and substance abuse, Circle of Security Parenting Program, Personal Development, and Smart Recovery.
- D. Our Licensed Peer Support Worker and trained peer mentors offer employment counseling and assistance. Help clients build social skills,

connect with community resources, and lead recovery groups, including Narcotics Anonymous (NA).

- E. Hope Floats Addiction Counseling, LLC provides monthly treatment reports to the referring agencies to ensure timely case management and compliance with mandated requirements.

3. Compensation.

- A. The Procuring Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of:

Mental Health Assessment	\$200.00
Mental Health Individual Session	\$120.00
Co-Occurring Individual Session	\$150.00
Substance Abuse Screening	\$150.00
Substance Abuse Individual Session	\$120.00
Group Sessions (Per Unit- One unit = 30 minutes)	\$20.00
Individual Peer Support	\$20.00
Peer Support in a Group Setting	\$20.00

Such compensation not to exceed six Thousand dollars **\$6,000.00**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$6,000.00 shall be paid by the Procuring Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$6,000.00.**

- B. Payment

The total compensation under this Agreement shall not exceed \$6,000.00 **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor 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 Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor 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 date WILL NOT BE PAID.

C. Taxes

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

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors 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 July 1, 2025 through June 1, 2026, all invoices must be received no later than June 1, 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 Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available. The Contractor 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 Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor 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. Contractor'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 Contractor 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 Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor 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 Contractor'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 Contractor 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 CONTRACTOR'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 Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor 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 Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor 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 Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor 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 Contractor 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 Contractor 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 Contractor specifically represents and warrants that:
- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor 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 Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor 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 Contractor 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 Contractor 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. Contractor'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. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor 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, Contractor 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 Contractor 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 Contractor certifies the Contractor 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 Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor 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.

Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor and the State exceed \$250,000 dollars.

B. Contractor 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. Contractor 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: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Contractor 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 contractor has (250) or more employees' contractor 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, contractor 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 contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor 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. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor 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 subcontractor(s) in accordance with the schedule contained in this Clause. Contractor

acknowledges that this subcontractor requirement applies even though Contractor 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 Contractor 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 Contractor 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 Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor 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 Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor 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 Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor 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 Contractor; 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 subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor 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 Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Contractor 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 Contractor 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 Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of

business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor 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. Contractor 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 Contractor by the Procuring Agency or, developed by the Contractor 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 Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Contractor Personnel.

- A. Key Personnel. Contractor'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:

Sara L. Chapman

- 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 Contractor's personnel assigned to the Project is reduced for any reason, Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor's best and final offer; and (3) the Contractor'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 Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. Inspection.

Reserved.

37. Inspection of Services.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor 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 Contractor 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 Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors 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 Contractor 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 Contractor 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 Contractor 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 Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
 2. terminate the Agreement for default.

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 CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor 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. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - 1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - 2. Property damage or combined single limit coverage: \$1,000,000.
 - 3. Umbrella: \$1,000,000.
- C. Contractor 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 Contractor. Such 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.

39. 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:

Hope Floats Addiction Counseling, LLC

Lynn D. Crawford, Mayor

Sara L. Chapman, Executive Director

Date: _____

Date: _____

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 17.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: May 6, 2025

Re: Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Item Summary:

Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Financial Impact:

The financial impact for this contract will be \$4,000.00 for the period of time between July 1, 2025 and May 31, 2026, which will be paid for out of the Overtime line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

Recommendations:

To Discuss Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI

Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

ATTACHMENTS:

Description

MOU Sub-Grant Agreement -NMSP

LINCOLN COUNTY/RUIDOSO DWI PREVENTION PROGRAM

SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT made and entered into by and between Village of Ruidoso, acting as fiscal agent for the Lincoln County/Ruidoso DWI Program, herein after referred to as the **COUNTY**, and the Department of Public Safety, State of New Mexico, acting through the Grant Management Bureau (GMB), Post Office Box 1628, 4491 Cerrillos Rd., Santa Fe, New Mexico, 87507, hereinafter referred to as the **SUB-RECIPIENT**.

WHEREAS, this Sub-grant Agreement is made by and between the County and the Sub-recipient, pursuant to the authority of the Local DWI Program Act, Sections 11-6A-1, et seq., NMSA 1078 (hereinafter referred to as the **THE LDWI GRANT**).

WHEREAS, the provisions of the Grant require the County to provide funding to Law Enforcement for overtime funding (Personnel-Services) to enforce the New Mexico DWI laws to reduce the incidences of alcohol-involved crashes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. The Sub-recipient agrees to conduct saturation patrols, sobriety checkpoints and/or alcohol education and underage drinking prevention at locations in Lincoln County where such activities are needed.

B. The Sub-recipient agrees to make no change in the Program Description herein described without first submitting a written request to the County and obtaining the County's written approval of the requested change.

C. The Sub-recipient shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE II - TERM

A. This Sub-Grant Agreement shall become effective July 1, 2025 or soon thereafter as approved by the respective parties. **This Sub-grant Agreement shall terminate on May 31, 2026.**

B. In the event that, due to unusual circumstances, it becomes apparent that this Sub-grant Agreement cannot be brought to full completion within the time period set forth in Article II, Paragraph A, the Sub-recipient shall notify the County in writing at least forty-five (45) calendar days prior to the termination date of this Sub-grant Agreement.

ARTICLE III - REPORTS

A. Periodic Reports

1. In order that the County may adequately evaluate the progress of the Sub-grant Program, the Sub-recipient shall provide DFA/Local Government Division LDWI Program Activity Reports to the County. These Reports shall contain a description of the work accomplished to date, to include a breakdown of statistics by month, the number of saturation patrols/checkpoints conducted, and number of officers participating in each activity.

2. One (1) original of said Report(s) shall be submitted to the Lincoln County DWI Program for review and approval no later than 1- October 15, 2025; 2- January 15, 2026; 3- April 15, 2025 and May 15, 2026.

- B. Annual Project Report (APR)
1. The Sub-recipient shall submit to the County one (1) original summary report in narrative format.
 2. The Report shall include all of the information listed in Article III, Paragraph A.1, for the entire term of the agreement and shall include sufficient detail to evaluate the effectiveness of the Program.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

- A. In consideration of the Sub-recipient's satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the County shall reimburse the Sub-recipient a sum not to exceed four thousand dollars \$4,000

All reimbursements shall be sent to the Department of Public Safety, Finance Bureau, Attention to: Amber Rea Quintana, P. O. Box 1628, Santa Fe, NM 87507-1628.

The Sub-recipient shall provide a match-in-kind of \$0.00 to carry out the program. The funds are to be expended in accordance with the Proposed Budget, attached hereto and hereby incorporated into the agreement. It is understood and agreed that the Sub-recipient's expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the Bureau.

- B. The Funds set forth in Paragraph A above shall constitute full and complete reimbursement of monies to be received by the Sub-recipient from the County.
- C. It is understood and agreed that should any portion of the funds awarded hereunder by the County to the Sub-recipient for the purpose designated herein remain unexpended at the end of the Sub-grant Agreement period, said portion of funds shall revert to the County for disposition.
- D. **All reimbursements shall be made upon an actual cost reimbursement basis.** The Sub-recipient shall submit a completed Department of Public Safety (DPS) Invoice for Services form along with a DPS Budgeted Expenditure Report and a DPS Payroll Register Reports, for each quarter set forth in Paragraph 3A, sub-paragraph 2.

ARTICLE V - MODIFICATION AND TERMINATION

A. The County, by written notice to the Sub-recipient shall have the right to terminate this Sub-grant Agreement if, at any time, in the judgment of the County the provisions of this Sub-grant Agreement have been violated or the activities described in the Program Description do not progress satisfactorily. In this event, the County may demand refund of all or part of the funds dispersed to the Sub-recipient. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available for the project.

- B. The Parties may modify any and all terms and conditions of the Sub-grant Agreement only by mutual agreement in writing between the Sub-recipient and the County.

ARTICLE VI - CONDITIONS OF AWARD

- A. This Sub-grant Agreement is contingent upon sufficient appropriations and authorizations being made by the New Mexico State Department of Finance and Administration, Local Government Division LDWI Grant. If sufficient appropriations and authorizations are not made by the LDWI Grant, this Sub-grant Agreement shall terminate upon written notice being given by the County to the Grantee.

The County is expressly not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved. The County's decision as to whether its funds are sufficient for fulfillment of this Sub-grant Agreement shall be final.

- B. Commencement within 60 days. If a project is not operational within sixty (60) days of the original starting date of the grant period, the Sub-recipient shall report in writing to the County the steps taken to initiate the program, the reasons for delay, and the expected starting date.
- C. Operational within 90 days. If a program is not operational within ninety (90) days of the original starting date of the Sub-grant period, the Sub-recipient shall submit a second report in writing, to the County explaining the implementation delay. Upon receipt of the 90-day letter, the County may cancel the program and distribute the funds to other program areas.
- D. Sub-grant recipient is required to submit a Program Description (attached) to the County outlining Program activities to be conducted.
- E. Sub-grant recipient is required to submit at a minimum quarterly a Request for Reimbursement with corresponding documentation and a Program Expenditure Report.
- F. Sub-grant recipient is required to obtain prior approval from the County prior to re-programming overtime money.

ARTICLE VII - CERTIFICATION

The Sub-recipient hereby assures and certifies that it shall comply with State and Federal regulations, policies, guidelines and requirements with respect to the acceptance and use of funds for this program. Also, the Sub-recipient hereby assures and certifies with respect to this Sub-grant that:

- A. Funds made available under this Sub-grant shall not be used to supplant state or local funds.
- B. Fund accounting, auditing, monitoring, and such evaluation procedures as necessary to keep records, as the County requires, shall be provided to assure fiscal control, property management, and effective disbursement of funds received;
- C. The Sub-recipient assures that it shall comply, and all its Sub-grantees and contractors shall comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the Americans with Disabilities Act of 1990, 42 USC. 12131; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendment of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non- Discrimination Regulations, 28 CFR Part 35 and 42, Sub-parts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. Seq., as applicable to construction contracts;
- D. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient shall forward a copy of the finding to the County and the Office of Civil Rights Compliance of the Office of Justice Programs, U.S. Department of Justice, 810 7th St. N.W., Washington, D.C. 50231;
- E. The Sub-recipient shall, if required, formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. Seq., and submit a certification to the County that the Sub-recipient has a current EEOP on file which meets the requirements therein;
- F. The Sub-recipient shall comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35 and 42, Non-Discrimination Equal Employment Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

- G. The Sub-recipient shall finance its share, if any, of the costs of the program, including all program overruns;
- H. The Sub-recipient shall submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the County for review and approval prior to execution;
- I. The Sub-recipient shall adhere to all financial and accounting requirements of the New Mexico Department of Public Safety;
- J. No member, officer, or employee of the Sub-recipient, or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Sub-grant, and the Sub-recipient shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification;
- K. The Sub-recipient assures that an in-kind match is made available if applicable;
- L. The Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is **July 1, 2025** to **May 31, 2026**. The submission of the audit report shall be as follows:
 - 1. Submit the audit report no later than **December 15, 2026** and for each audit cycle thereafter covering the entire award period as originally approved or amended. Subsequent audits shall be submitted no later than nine (9) months after the close of the Sub-recipient's organization's audit fiscal year.
 - 2. Submit the management letter with the audit report.
 - 3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report.

ARTICLE VIII - RETENTION OF RECORDS

- A. The Sub-recipient shall keep all records that will fully disclose the amount and disposition of the total funds from all sources budgeted for the Sub-grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the County shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the project.

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

THE SUB-RECIPIENT DOES HEREBY AGREE that only New Mexico State Police Commissioned Officers and communications support personnel shall perform any program services (scope of work);

In addition, the SUB-RECIPIENT agrees to not obligate Sub-grant or match funds following the close of the Sub-grant and to submit all requests for reimbursement to the Village of Ruidoso by May 15, 2025.

ARTICLE X - GRANTEE REPRESENTATIVE

- A. The Sub-recipient hereby designates the persons listed below as the official Sub-recipient Representatives responsible for overall fiscal and programmatic supervision of the approved program.

Fiscal Representative
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-258-4343

Program Representative
William Hanson
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-257-7483

THEREFORE, the Sub-recipient and the County do hereby execute this Sub-grant Agreement. The term of the agreement as stated in Article II is from July 1, 2025 through May 31, 2026. The Agreement is executed upon the signature of the Department of Public Safety Cabinet Secretary.

THIS SUB-GRANT AGREEMENT has been approved by:

**SUB-RECIPIENT:
DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU:**

By: _____
Cabinet Secretary

Date

By: _____
NMDPS General Counsel

LINCOLN COUNTY

By: _____
Mayor Lynn D. Crawford
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-258-4343

Date

Attested by: _____
Jini S. Turri, Village Clerk

Date

PROGRAM DESCRIPTION

Name of Sub-grantee: DEPARTMENT OF PUBLIC SAFETY/NEW MEXICO STATE POLICE

Sub-grant Number: xxxxx IF known

Sub-grant Amount: \$4,000.00

AGREED TO TERMS WITH LOCAL NMSP DISTRICT

GRANT PROGRAM BUDGET SUMMARY

APPLICANT: Department of Public Safety, New Mexico State Police

EXPENDITURE BY CATEGORY	GRANT FUNDS	MATCH- IN-KIND	TOTAL BUDGET
PERSONNEL SERVICES – 200	\$4,000.00	\$0.00	\$4,000.00
BENEFITS	\$0.00	\$0.00	\$0.00
CONTRACTUAL SERVICES - 300	\$0.00	\$0.00	\$0.00
OTHER COSTS - 400	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

ADMINISTRATIVE COSTS			
VEHICLE TRANSPORTATION COSTS	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$4,000.00	\$0.00	\$4,000.00

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 18.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 6, 2025

Re: Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$93,000.00.

Item Summary:

Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$93,000.00.

Financial Impact:

The total compensation under this Agreement shall not exceed Ninety-Three Thousand Dollars (\$ 9 3 , 0 0 0 . 0 0) excluding New Mexico gross receipts tax, payable in monthly installments of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) per month. These funds will be budgeted in the DWI Grant Fund's Contract Services line item (223-437-52000) for FY 2026.

Item Discussion:

Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$93,000.00.

Recommendations:

To Discuss Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026 in an Amount Not to Exceed \$93,000.00.

ATTACHMENTS:

Description

Contract

FIFTH RENEWAL AGREEMENT

THIS Fifth RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico Municipal Corporation of Lincoln County, New Mexico, hereinafter referred to as "Village" and William and/or Elizabeth Hanson, DBA: **HANSON CONSULTING.**, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the parties hereto previously entered into an Agreement dated July 1, 2020, authorizing the "Contractor" for Professional Services for a DWI Grant Program Coordinator.

WHEREAS, the parties wish to renew said Agreement for a one-year period.

NOW THEREFORE, the parties hereto agree as follows:

1. The Agreement is hereby renewed for a period of one (1) year, commencing July 1, 2025 and terminating on June 30, 2026.
2. Amend Agreement to change Page 2; Item 3 Compensation; B. Payment. The total compensation under this Agreement shall not exceed Ninety-Three Thousand Dollars (\$93,000.00) excluding New Mexico gross receipts tax, payable on the first of every month, in monthly installments of Seven Thousand Seven Hundred and Fifty Dollars (\$7,7500.00).
3. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of May, 2025.

By: _____
Lynn D. Crawford, Mayor

By: _____
William and/or Elizabeth Hanson, Contractor

SEAL
ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 19.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 6, 2025

Re: Discussion on First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July1, 2025 to June 30, 2026 in an Amount Not to Exceed \$69,000.00.

Item Summary:

Discussion on First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July1, 2025 to June 30, 2026 in an Amount Not to Exceed \$69,000.00.

Financial Impact:

The total compensation under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$69,000.00) excluding New Mexico gross receipts tax, payable in monthly installments of Five Thousand Five Hundred Dollars (\$5,750.00) per month. These funds will be budgeted in the DWI Grant Fund's Contract Services line item (223-437-52000) for FY 2026, to run from July 1, 2025 to June 30, 2026.

Item Discussion:

First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July1, 2025 to June 30, 2026 in an Amount Not to Exceed \$69,000.00.

Recommendations:

To Discuss First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July1, 2025 to June 30, 2026 in an Amount Not to Exceed \$69,000.00.

ATTACHMENTS:

Description

Agreement

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico Municipal Corporation of Lincoln County, New Mexico, hereinafter referred to as "Village" and Malinda Mader., hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the parties hereto previously entered into an Agreement dated July 1, 2024, authorizing the "Contractor" for Professional Services for a DWI Prevention Assistant.

WHEREAS, the parties wish to renew said Agreement for a one-year period.

NOW THEREFORE, the parties hereto agree as follows:

1. The Agreement is hereby renewed for a period of one (1) year, commencing July 1, 2025 and terminating on June 30, 2026.
2. Amend Agreement to change Page 2; Item 3 Compensation; B. Payment. The total compensation under this Agreement shall not exceed Sixty-Nine Thousand Dollars (\$69,000.00) excluding New Mexico gross receipts tax, payable on the first of every month, in monthly installments of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00).
3. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of May, 2025.

By: _____
Lynn D. Crawford, Mayor

By: _____
Malinda Mader, Contractor

SEAL
ATTEST:

Jini S. Turri, Village Clerk