

**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, June 3, 2025 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.
2. Discussion on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.
3. Discussion on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.
4. Discussion on Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.
5. Discussion on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.
6. Discussion on Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.
7. Discussion on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.
8. Discussion on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

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): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: June 3, 2025

Re: Discussion on Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Item Summary:

Discussion on Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Financial Impact:

Commitment to Ruidoso Midtown Association Professional Services Agreement.

Item Discussion:

Discussion on Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Recommendations:

To Discuss Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

ATTACHMENTS:

Description

Resolution 2025-18

**VILLAGE OF RUIDOSO
RESOLUTION 2025-18**

**A RESOLUTION
SUPPORTING A PUBLIC-PRIVATE ECONOMIC DEVELOPMENT MAINSTREET PROJECT FOR
FISCAL YEAR 2025-2026**

WHEREAS, the Village of Ruidoso supports the revitalization and economic re-development of its historic commercial core; and

WHEREAS, the Village of Ruidoso desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists; and

WHEREAS, the Village of Ruidoso sees an economically healthy downtown as one of its critical assets; and

WHEREAS, the Village of Ruidoso realizes that a sustainable town center economy contributes to the community's economic health; and

WHEREAS, the Village of Ruidoso recognizes its traditional commercial core as representing the unique history and culture of our community; and

WHEREAS, the Village of Ruidoso wishes to maintain a livable, walkable town center with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities; and

WHEREAS, the Village of Ruidoso wishes to pursue a partnership with a local MainStreet non- profit economic re-development organization through the NM Economic Development Department's New Mexico MainStreet Program (NMMS), to invest in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Four Points Approach; and

WHEREAS, the Village of Ruidoso's partnership with the New Mexico MainStreet corporation may leverage technical assistance and other resources through the New Mexico NMMS (the nationally licensed and accredited state coordinating program in the state of New Mexico), to support the economic re-development and revitalization of the Village of Ruidoso MainStreet district, then

BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:

.1. The Village of Ruidoso agrees to work with the New Mexico Economic Development Department's New Mexico MainStreet Program dedicating resources and financial support to create a successful downtown economic development program through strategies established by the National Main Street Center's Economic Transformation Strategies and the Main Street Four-Point Approach.

2. The Village of Ruidoso commits to work collaboratively with the New Mexico MainStreet Organization and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing and re-developing the core commercial district of the community, contracting with the local MainStreet organization to coordinate and administer activities for the Village as set forth in biennial MOU and a separate "services contract" with the local MainStreet organization.
3. The Village of Ruidoso commits to provide philosophical, financial, planning and coordination assistance for the New Mexico MainStreet organization to support operations and projects under the specifications of the biennial MOU and a separate "services contract" with the local MainStreet organization.

PASSED, APPROVED AND ADOPTED THIS 10th day of June, 2025.

Lynn D, Crawford, Mayor

(SEAL)

Attest:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: June 3, 2025

Re: Discussion on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Item Summary:

Discussion on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Financial Impact:

The funds are budgeted in the FY 2026 General Fund's Legislative Department's Contract Services line item (101-010-52000) in the amount of \$46,147.00.

Item Discussion:

Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Recommendations:

To Discuss Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

ATTACHMENTS:

Description
Agreement with RMA
2025-2026 Work Plan

RUIDOSO MIDTOWN ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT

with

VILLAGE OF RUIDOSO

This Professional Services Agreement ("this Agreement") is effective July 1, 2025, between the Village of Ruidoso, New Mexico, a municipal corporation (the "Village") whose notice address is 313 Cree Meadows Drive, Ruidoso New Mexico, 88345, and the Ruidoso Midtown Association ("Contractor") acting designate for the Ruidoso MainStreet Affiliate whose notice address is PO Box 1035 Ruidoso NM, 88345 (collectively known as the "Parties").

Ruidoso Midtown Association - Mission and Purpose: to promote the economic, cultural and historical enhancement of the traditional commercial Midtown district of the Village of Ruidoso. The corporation will undertake endeavors to maintain a livable, walkable and recreationally rich town center with opportunities to ensure an economically and recreationally vibrant Midtown district.

In fulfillment of the purpose, the Corporation shall seek to establish public-private partnerships with local and state government, individuals or corporations with similar intent to enhance public infrastructure and revitalization efforts throughout the Midtown district. Additionally, the Corporation shall strive to fulfill all requirements of the Accelerator Accredited designations identified by the New Mexico MainStreet Program (NM Economic Development Department).

Activities Reflecting Village Funds

I. Scope of Services: Activities Reflecting Village Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (Ruidoso Midtown Association), the Village of Ruidoso and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the Midtown district of Ruidoso in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated MainStreet District ("Midtown") in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOIJ,

3. Work closely with the Village's elected officials and professional staff, Chamber of Commerce, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Ruidoso MainStreet program and its initiatives.
5. Adopt at least two Economic Transformation Strategies and develop annual work plans for the implementation of revitalization projects in the Ruidoso MainStreet district.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Ruidoso MainStreet program to engage the public-private partnerships with Village government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Ruidoso MainStreet program and to help coordinate revitalization projects in the historic commercial district.
8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Ruidoso MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, facade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the Village on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Re-establish the Midtown district as a center for local residents and families to eat, shop and engage.

Tasks to be completed in FY26:

Economic Vitality

1. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of attracting more locals to Midtown, specifically during off-peak seasons.
2. Compile, review and distribute previously collected feedback from residents regarding the services/offerings they need from Midtown businesses and activities they wish to engage in the district.
3. Partner with ENMIJ-Ruidoso on the local business education and training efforts for businesses and how they can support area residents and families, particularly during off-peak seasons.
4. Initiate efforts with residents and current/prospective businesses to explore diversifying dining/food options in Midtown (and potentially, food trucks) to better serve residents (especially after 2:30 pm, and during off-peak seasons).

Promotion

1. Implement events and activities that cater primarily to local residents and families:
 - Halloween event/pumpkin roll
 - Christmas Mixer
2. Design and launch a campaign to promote local business offerings for locals residents and families.

Design

1. Continue to work with the Village on advancing the Rio St. realignment project; engage NMMS to assist with design, funding or construction mitigation efforts.
2. Work with the NMMS team to advocate for and/or design options for pedestrian safety features in the Midtown district (crosswalks, traffic lights, flag system, etc.).

Organization

1. Strengthen communication/engagement with local residents and Midtown stakeholders:
 - Explore multiple outreach/communication modes and opportunities.
 - Establish community attitude input processes 2-4x/year (surveys, forums, meetings, etc.).
2. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Transformation Strategy #2: Ensure that tourism commerce remains a centerpiece of our Midtown economic development and revitalization efforts.

Tasks to be completed in FY26:

Economic Vitality

1. Partner with ENMU-Ruidoso to launch an education and training series to help businesses understand how they can better support and cater to tourists,

2. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of engaging tourists and driving them to Midtown businesses during peak tourist seasons.

Promotion

1. Continue to plan and implement the annual Brewdoso event.
2. Continue to partner with the Village and others to support area events.,

Design

1. Work with the NMMS team and the Village to create plans and access funding pedestrian safety features in the Midtown district (crosswalks, traffic lights, crossing flags, etc.). If used, make sure to include the RMA logo on the crossing flags.
2. Work with Village to reinstall and maintain public ashtrays.
3. Work w/Village on maintenance/upgrades for mural commons and public bathrooms.
4. Wayfinding: Work with NMMS to design wayfinding signage; work with the Village to purchase, install and maintain wayfinding signs.
5. With the support of NMMS consultants, initiate plans to connect or deliver technical assistance to property owners within Midtown for upgrading their property within the boundaries of the Ruidoso Midtown District. Ruidoso Parks and Recreation facilitate beautification projects. Such projects include Midtown flower and tree planting, clean-ups, tile fundraising projects.
6. Partner with the Village of Ruidoso in identifying resources for implementation of Design projects, including the coordination of Midtown infrastructure, pedestrian plans, lighting update, sidewalk improvement, Wingfield Park improvements, comprehensive trash plan, Metropolitan Redevelopment Area Plan (MRA), Rio Street Alignment Project, and physical improvement of midtown businesses.
7. Provide assistance and collaboration with the Village on updating of the Metropolitan Redevelopment Area Plan (MRA) and Midtown District-related chapters and studies. upon completion, evaluate the potential to fund and implement a comprehensive Midtown District Plan in conjunction with the Economic Vitality Committee, Board and Village which could be a component of a Metropolitan Redevelopment Area plan.

Organization

1. Seek funding/study for pedestrian safety (and advocate w/NMDOT for change)
2. Research, seek and apply for grants for wayfinding projects.
3. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Capacity-Building Strategy: Grow the organizational capacity to meet the mission, sustain operations.

Tasks to be completed in FY 25-26:

****See 2026 Work Plan Attached****

Indicators:

- (1) Development of taskforces and/or teams to support implementation of projects.
- (2) Workplans that identify tasks, steps and timelines for advancement of projects under the Economic Transformation and Capacity-Building Strategies (adopted ETS July 26, 2023)
- (3) Quarterly reporting on the number of businesses, civic groups, community partners and other stakeholders that collaborate/partner within Ruidoso Midtown Association helping to implement MainStreet Four Points projects;
- (4) Quarterly reports of the number of businesses and volunteers that participate in events and other Midtown revitalization activities sponsored by Ruidoso Midtown Association. Volunteer hours will be tracked as an indicator of broad-based support.
- (5) On a quarterly basis, produce quality marketing products that bring our brand alive and elevate the image of Midtown;
- (6) No less than two annual activities to attract visitors to the district. Coordinate all marketing and promotions for each activity and track all publicity received. Publicity will be tracked and quantified with a dollar value (commensurate market value);
- (7) Track participation in promotional events by area residents and tourists from outside the community;
- (8) Conceptual renderings to property owners that reflect enhanced facade improvements;
- (9) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district;
- (10) Track key statistics of jobs, new businesses, rental rate per square foot and serve as an information clearing house for this type of information;
- (11) Number of new businesses seminars that are developed and presented each year for Midtown merchants.

II. COMPENSATION

For all services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

- (1) In consideration of a biannual MOU executed July 2024 between the Village of Ruidoso, the New Mexico MainStreet Program and Ruidoso Midtown Association or other similar instruments of commitment, and in exchange for services rendered as specified in the scope of work above, the Village shall pay to the Contractor to sum of \$46,000.00 for the fiscal year 2026.
- (2) For each fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the Village.

B. Method of Payment

The Village shall pay Contractor in equal quarterly installments of \$11,500.00. The Contractor shall submit an invoice each quarter in accordance with Village procurement codes. The Village shall pay the Contractor within 30 days of receiving the invoice.

C. Other Funding

The Contractor shall diversify its funding base by collaborating with other community based organizations and shall seek funds from Village of Ruidoso, Ruidoso Lodgers Tax, state and federal sources with additional funds being raised locally through fundraising, grants, corporate sponsors, and donations (or a combination thereof).

IV. CONTRACTOR POLICIES

It is the policy of the Ruidoso Midtown Association, our MainStreet organization, to collaborate with our district businesses, community organizations, community groups, and the Village of Ruidoso to develop consistency within the district.

It is the goal of the Ruidoso Midtown Association to promote the district, to create economic transformation, and a look that will enhance the Midtown experience by following New Mexico MainStreet's Mission - develop local capacity to engage people, rebuild places and grow the entrepreneurial, creative and business environment resulting in economically thriving downtowns, greater business and employment opportunities and a higher quality of life.

Ruidoso Midtown Association is committed to using the New Mexico MainStreet's Four Point Approach. Ruidoso Midtown Association looks for projects to accelerate community appropriate revitalization. We will continue to develop educational opportunities for business owners by collaboration with ENMU-Ruidoso and the Ruidoso Valley Chamber of Commerce.

The organization will support and develop policies necessary to direct its activities and decision making process. The policies will encourage the ongoing efforts of the Village's Marketing team, Workforce Housing, Tax, Water Conservation and all other efforts that are in place to improve the quality of life.

V. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning July 1, 2025 and ending on June 30, 2026 ("Term"), unless terminated pursuant to Sections V and VI (below). The Agreement may be renewed or amended annually by consent of the Village, Contractor and New Mexico MainStreet.

VI. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VI.ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the Village at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the Village designated representative and/or Governing Body of the Village as requested.
- C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the Village and the State Auditor. The Village shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Village to recover excessive and/or illegal payments.

3. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

2. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the Village may terminate this agreement and pursue its remedies at law and equity.

3. INDEMNIFICATION

Contractor indemnifies Village of Ruidoso against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the Village for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the Village, this Agreement shall terminate upon written notice being given by the Village to the Contractor. The Village's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. SUBCONTRACTING

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

7. NO THIRD-PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the Village and the Contractor has no third-party beneficiaries.

8. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Village, its officers and employees, and the Village of Ruidoso from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to be purport to bind the Village unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or Village employee have been followed.

12. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this 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.

13. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

14. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

15. WORKERS COMPENSATION COMPLIANCE

The Contractor agrees to comply with the 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, the Village reserves the right to terminate this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Village of Ruidoso.

17. AMENDMENT This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF , the parties have executed this Agreement as of this _____ day of June, 2025.

VILLAGE

CONTRACTOR

Governing Body of the Village of Ruidoso

Ruidoso Midtown Association

Lynn D. Crawford – Mayor

Chris Stettheimer - President

ATTEST

Jini S. Turri, MMC
Village Clerk



RUIDOSO MIDTOWN

— **A S S O C I A T I O N** —

A COMMUNITY REVITALIZATION NONPROFIT

2025-26 Work Plan

Ruidoso Midtown Association Mission & Vision

Mission: Ruidoso Midtown Association leads a movement to strengthen our community through preservation-based economic development in Ruidoso's Midtown commercial district.

- **Vision:** We believe Main Streets are for everyone. At the core of our approach to revitalization is a commitment to creating a place of shared prosperity, equal access to opportunity and inclusive engagement.

Strategic Direction

During the May 2025 meeting it was identified by the board that in order for our Midtown district to remain successful, we need to be targeting locals and tourists alike. The off season is a perfect time to focus on the locals, and during the peak season, public safety and wellness has become a concern. We will outline how multiple projects will serve both of these Economic Transformation Strategies.

ETS #1	Continue to re-establish the Midtown district as a place for locals to engage during the off seasons by helping to add more foot traffic, which inturn helps the workforce.
ETS #1 Outcomes	
ETS #2	Recognize that public safety is vital to the economic growth and stability of the Midtown district.
ETS #2 Outcomes	
CBS	Foster the organization with all necessary tools & resources to meet our mission.
CBS Outcomes	

Strategy Implementation

Ruidoso Midtown Association has identified two distinct Economic Transformation Strategies, many of the organization's projects support both ETS #1, #2 and Capacity-Building Strategy.

Ruidoso Midtown Association Annual Work Plan 2025-26

Projects, Actions and Tasks (what)	Key Performance Indicators (Metrics)	Responsibility (who)	Timeline (when)	Cost/ Revenue	Volunteer Needs	Strategy Support	Notes
Halloween (P/EV)							
Pumpkin Roll & Coffin Race (MidtownHalloween)	To bring locals to the Midtown district, also bringing people from surrounding villages/cities.	RMA	Annually	\$5,000	RMA/Locals	ETS 1&@ CBS	
Quarterly Mixers (P/EV)							
Quarterly Mixers	Engage with Midtown and outside businesses as a collective. This serves as a business reunion (If you will) of the Village of Ruidoso.	RMA	Annually	\$2,000	RMA/Locals	ETS 1&2 CBS	
Brewdoso (D/O/P/EV)							
Vendors	Number of vendor sites sold.	RMA	Annually	\$750.00	RMA/Locals	ETS 1&2 CBS	
Ticket Sales	Number of people engaging in the event with the number of tickets sold.	RMA	Annually	\$35.00 per ticket	RMA/Locals	ETS 1&2 CBS	
Event Budgeting	Security, advertising, entertainment, merch giveaway (Glasses, Koozies) and merch purchases.	RMA, VOR, Parks & Rec	Annually	\$21,000	RMA/Locals	ETS 1&2 CBS	
Dog Parade & Ice Cream Krank-off (D/O/P/EV)							
Dog Parade & Ice Cream Krank-off (Early May)	Attract Ruidoso locals & involve Midtown businesses in a community pet friendly and ol' fashioned ice cream Krank-off.	RMA & The Humane Society	Annually	\$5,000	RMA/Humane Society	ETS 1&2 CBS	
Signage Updates (D/O/P/EV)							
Regularly Update Signage	Updated currently for locals & tourists, promoting Midtown and Ruidoso.	Midtown/VOR/ Parks & Rec	Weekly	\$9,000	Midtown/VO/ Parks & Rec	ETS 1&2 CBS	
GOVERNMENTAL COMPLIANCE (O)							
FEDERAL							

File Annual Form IRS 990	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
Pay payrolls taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
STATE							
File NM Attorney General registration	Submitted on time	RMA	Annually		RMA	CBS	
Filed NM Secretary of State registration	Submitted on time	RMA	Annually		RMA	CBS	
Pay payroll taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
NMMS							
Execute Memorandum of Understanding (biannual)	Executed on time	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete annual board member & staff meeting attendance requirements	Number of required meetings attended by board and staff.	RMA	Annually		RMA	CBS	
Participate in Annual Program Review & Accreditation Process	Compliance docs submitted on time. Meetings successfully arranged, and attendees solicited. Number of board members in attendance, 8+ partner surveys received. Designated Main Street America Accredited program.	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete Annual Budget & Salary Survey	Accurately complete on time.	RMA	Annually		RMA	CBS	
Submit quarterly reports	Submitted reports on time.	Executive Director	July 1, October 1, January 1, April 1		Executive Director	CBS	
CITY, COUNTY & BID							

Execute annual scope of services contract	Submitted contract at the beginning of each fiscal year.	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly activity reports	Council Meetings	RMA/VOR	Monthly		RMA/VOR	CBS	
Submit BID funding request	Council Meetings	RMA/VOR	Annually		RMA/VOR	CBS	
Submit lodger's tax request	During Lodgers Committee Meeting	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly lodger's tax reports	As Needed	RMA/VOR	Annually		RMA/VOR	CBS	
ORGANIZATION & OPERATIONAL MAINTENANCE (O)							
ORGANIZATIONAL OPERATIONS							
Evaluate executive director	RMA Board (No ED)	RMA	Annually		RMA Board	CBS	
Update annual budget	RMA	RMA	Annually		RMA	CBS	
Review bylaws	RMA	RMA	Annually		RMA	CBS	
ORGANIZATIONAL PLANNING							
Evaluate previous year's work	RMA	RMA	Annually		RMA	CBS	
Evaluate ETS/CBS outcomes	RMA	RMA	Annually		RMA	CBS	
Update annual work plan	RMA	RMA	Annually		RMA	CBS	
TOTALS				STC			

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 3, 2025

Re: Discussion on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

Item Summary:

Discussion on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

Financial Impact:

Management fees are paid out of rental fees and accounted for in the Affordable Housing Rentals Enterprise Fund's Professional Fees line item (508-520-52006).

Item Discussion:

RFP #2022-010P to Berkshire Hathaway HomeServices Enchanted Lands, Realtors for Property Management Services was ratified on 6/29/22. Agreement was for one year with three renewals. This is the third and final renewal effective July 15, 2025 through July 14, 2026.

Recommendations:

To Discuss Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

ATTACHMENTS:

Description

2nd Renewal - 603 Mechem

2nd Renewal - 1114 Mechem Dr

Property Management Agreement - 603 Mechem Dr

Property Management Agreement - 1114 Mechem Dr

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Berkshire Hathaway HomeServices Enchanted Lands, Realtors (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement, awarded through RFP# 2022-010P, dated July 15, 2022, through July 14, 2025, to rent and manage the property located at 603 Mechem Drive, Ruidoso, NM, pursuant to the terms and conditions set forth in the original Residential Property Management Agreement, attached hereto.

WHEREAS, the parties wish to renew said Agreement for an additional 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 15, 2025, and terminating on July 31, 2026.
2. All other terms and conditions of the agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of June, 2025.

Village of Ruidoso

**Berkshire Hathaway HomeServices
Enchanted Lands, Realtors**

Lynn D. Crawford, Mayor

Kylie Barry

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Berkshire Hathaway HomeServices Enchanted Lands, Realtors (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement, awarded through RFP# 2022-010P, dated August 1, 2022, through July 31, 2025, to rent and manage the property located at 1114 Mechem Dr., Ruidoso, NM, pursuant to the terms and conditions set forth in the original Residential Property Management Agreement, attached hereto.

WHEREAS, the parties wish to renew said Agreement for an additional 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 August 1, 2025, and terminating on July 31, 2026.
2. All other terms and conditions of the agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of June, 2025.

Village of Ruidoso

**Berkshire Hathaway HomeServices
Enchanted Lands, Realtors**

Lynn D. Crawford, Mayor

Kylie Barry

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

1. **PARTIES** Village of Ruidoso ("Owner")
and Berkshire Hathaway HomeServices Enchanted Lands, REALTORS® ("Brokerage")
do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.

2. **RELATIONSHIP.** By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.

3. **PROPERTY.**

603 Mechem Drive Ruidoso 88345
Address City Zip Code
Lot A, Block 4, Young Heights Subdivision
Legal Description
Or metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.

4. **TERM.** The Term of this Agreement will begin on July 15, 2022 and will terminate at 11:59 pm Mountain Time on July 14, 2025 (Term). Unless written notice of termination is given no later than 90 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 90 days written notice by either Party.

5. **BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY.** Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:

- A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
 - i. The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to \$ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
 - ii. The method of advertising is in Broker's sole discretion subject to this Sub-Paragraph 5(A)(iii).
 - iii. Broker ☐ will OR ☒ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
- B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Broker must enter into a contract with the third-party providing such report which requires the Broker to maintain

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NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

the confidentiality of the information obtained or if Broker is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Broker will not provide such information to Owner.

KL (Owner's Initials)

C. Lease Agreements.

- i. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.
- ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

D. Tenant Concerns. Addressing tenant issues and negotiating tenant disputes.

E. Rents and Deposits. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.

F. Maintenance. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law, to include, performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding \$ 100.00 per item.

G. Eviction.

- i. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action.
- ii. Broker is NOT obligated, but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property.

H. Utilities.

- i. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility.
- ii. Broker shall pay all bills from the trust account provided funds are available.
- iii. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service.

I. Comingling of Funds. Funds of one property ☒ may ☐ may not be used for the benefit of another property owned by Owner.

J. Vacation Rentals.

- i. Collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.
- ii. If gross receipts taxes and/or lodgers' taxes are due, the following person/entity will be responsible for collection, reporting and/or remitting of such taxes ☐ Broker ☐ Owner ☐ the following third-party website advertising/reservation service N/A ☐ Other N/A
- iii. If the taxes are to be collected from the tenant by the Broker or a third party, Owner authorizes Broker or third-party entity to collect and remit the applicable taxes from the tenant.

6. ADDITIONAL BROKER RESPONSIBILITIES.

- A. Maintain records of owner and tenants;
- B. Upon request by Owner, provide all rental agreements to Owner.
- C. Provide ☒ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☐ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☒ Other All requested
- D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☒ will not be interest-bearing. If interest-bearing, ☐ Broker ☐ Owner will receive interest accrued.
- E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 15th day of each month as provided below.



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PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021**

- i. For Rentals of 30-Days or longer: Broker's accounting shall include the following:
 - a) the previous month's balance;
 - b) funds deposited by category;
 - c) funds disbursed by category;
 - d) ending balance, and;
 - e) other _____
- ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Paragraph 6(E)(i)), Broker's accounting shall also include the following:
 - a) rental income for the month;
 - b) credit card fees;
 - c) maintenance charges; and
 - d) amount paid in commission to Broker.

7. EXIGENT CIRCUMSTANCES. In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(F) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.

8. OWNER REPRESENTATION. Owner represents and warrants the following:

- A. Owner has full power and authority to enter into this Agreement;
- B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;
- C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;
- D. The Property is zoned for the intended use;
- E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;
- F. Owner ☒ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current OR if any other financial situation exists that could affect a tenant's residency, please explain: _____
- G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☐ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as Exhibit B. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;
- H. That the information supplied by Owner is accurate and correct.

9. COMPENSATION/FEES.

- A. In return for renting and managing the Property, Owner agrees to pay Broker 8% of collected rents

plus, applicable gross receipts taxes in the following manner: NMGRF

Compensation due Broker for periods less than the scheduled rental period shall be prorated.

- B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This



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does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.

- C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Broker under this Agreement Owner will pay Broker (plus applicable gross receipts taxes).

- i. With respect to existing lease: _____
- ii. With respect to renewals: _____
- iii. Other: _____

- D. All other fees charged to Owner: _____

- E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. **FEES RETAINED BY BROKER.** The following fees will be charged to Tenant and retained by Broker unless other- wise noted below:

- ☒ Late Charges: \$50
- ☒ Insufficient Fund Fees: \$25
- ☒ Other: Lock Out Fee
- ☒ Other: Application Fee

11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. ~~Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Broker, but not less than \$ _____. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire and vandalism insurance within _____ days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.~~

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☒ YES ☐ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

- A. **DISCLOSURE AND INFORMATION REQUIREMENTS.** In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

- B. **RENOVATION, REPAIR AND PAINTING.** If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.

13. **COMPLIANCE WITH LAWS.** Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. **OWNER'S OBLIGATIONS.**

- A. **INITIAL DEPOSIT/RESERVE:** Upon signing of this Agreement, Owner shall remit to Broker the sum of \$ TBD as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify



NEW MEXICO ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

Owner if he reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than TBD days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/ her/its own funds to pay any disbursements.

- B. SMOKE and CO DETECTORS.** At owner's expense, ☒ smoke detectors ☒ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
- C. PROPERTY LIENS.** Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).
- D. PROPERTY CONDITION REPORT.** Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.
- 15. TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☒ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.
- 16. SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.
- 17. FOREIGN OWNERS.** Is Owner a Foreign Person? ☐ Yes ☒ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.
- If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☒ No.
- If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).
- 18. ASSIGNMENT.**
- A.** This Agreement ☐ may ☒ may not be assigned by Broker. Conditions on Assignment: ☐ none; ☐ only with Owner's consent; ☐ other (list conditions): _____
- B.** This Agreement ☒ may ☐ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Broker's consent; ☐ other (list conditions): _____
- 19. LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.



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PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

20. **HOLD HARMLESS CLAUSE.** Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.
21. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.
22. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.
24. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
25. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
26. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
27. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
29. **ADDITIONAL TERMS**
See Exhibit A



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

30. NOTICES AND DEMANDS. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: 616 Mechem Drive Ruidoso NM 88345
Address City ZIP Code

Owner: 313 Cree Meadows Drive Ruidoso NM 88345
Address City ZIP Code

Copy to: _____
Address City ZIP Code

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

Berkshire Hathaway HomeServices Enchanted Landscapes **BROKER**
 Property Management Firm

Broker Name (Print) Kylie Barry Broker ☒ is ☐ is not a REALTOR®
 Broker Signature [Signature] Date 7/15/22 Time 1:34pm
 Email Address kylie@enchantedlandshomes.com

616 Mechem Drive Ruidoso NM 88345
 Broker Address City ZIP Code

(575) 257-4011 (575) 257-4011
 Broker Home Phone Broker Cell Phone Broker Business Phone Broker Fax

OWNER

Village of Ruidoso
 Owner Name(s) (Print)

Owner Signature _____ Date _____ Time _____
 Owner Signature _____ Date _____ Time _____

Email Address _____

313 Cree Meadows Drive Ruidoso NM 88345
 Owner Address City ZIP Code

(575) 258-4343
 Owner Home Phone Owner Cell Phone Owner Business Phone Owner Fax

Owner Social Security Number or Tax Identification Number _____

BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
EXHIBIT A - PROPERTY INFORMATION**

OWNER NAME: Village of Ruidoso
PHONE NUMBER(S): _____
PROPERTY ADDRESS: 603 Nechem Drive Ruidoso NM 88345

If there is an EXISTING TENANT, Owner to provide Broker with copies of all Rental Agreements.

Existing Tenant Name: _____
Home Phone: _____ **Work Phone:** _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	\$	<u>TBD</u>	Minimum	\$	<u>TBD</u>	Maximum
Acceptable Lease Term:		<u>TBD</u>	Minimum		<u>1 year</u>	Maximum
Acceptable Renewal Term:		<u>TBD</u>	Minimum		<u>1 year</u>	Maximum

WATER SOURCE: ☒ City ☐ Well.

If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other

Limitations or restrictions on use: _____
 Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☒ City Sewer ☐ Septic. Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO. If yes, are there any conditions: TBD

SECURITY/DAMAGE DEPOSIT: Broker will collect ☒ the equivalent of one month's rent ☐ other amount \$ _____ from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

LAST MONTH'S/PREPAID RENT: Broker ☐ will ☒ will not collect an additional one month's rent from Tenant to be held as last month's rent.

OWNER'S INSURANCE: Insurance Name: _____
 Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE: Owner ☐ does ☒ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

SMOKING: Smoking ☐ is ☒ is not permitted in the Property.

MEDICAL MARIJUANA: Owner ☐ will ☒ will not allow a qualified patient to use medical marijuana in the Property. If Owner will allow smoking, Owner ☐ will ☒ will not allow marijuana to be smoked in the Property. (See Medical Marijuana Information Sheet - NMAR Form 2312).

IF APPLICABLE:

MAILBOX NUMBER: _____ **PARKING SPACE NUMBER:** _____
GATE CODE: _____ **ALARM COMPANY AND CODE:** _____



BERKSHIRE HATHAWAY
HomeServices
Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

This Addendum is part of the Property Management Agreement (the "Agreement")
dated July 15 2022, between BHHS Enchanted Lands Realtors
and Village of Ruidoso
relating to the following Property:
603 Mechem Drive Ruidoso NM 88345
Address City State Zip Code
Lot A, Block 4, Young Heights Subdivision
Legal Description
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The following is added to the Agreement:

One time set up fee of \$1000.00. To be inclusive of all current and future properties entered into management agreement.

Broker not responsible for damage caused by tenant.

Broker not responsible for changes in market condition.

Broker not responsible for uncollected judgements/evictions.

Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance costs that will not be the responsibility of the tenant.

Proceeds will be sent out on the 15th of each month. Deposits of proceeds may be delayed due to weekends and banking holidays.

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NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

Signature Kylie Barry Date 7/15/22 Time 1:35pm
Kylie Barry

Signature _____ Date _____ Time _____

SELLER/LANDLORD/OWNER SIGNATURE

Signature [Signature] Date 07/12/22 Time 2:15pm
Village of Ruidoso

Signature _____ Date _____ Time _____



BERKSHIRE HATHAWAY
HomeServices

Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

This Amendment is part of the Property Management Agreement (the "Agreement")
dated July 15 2022, between BHHS Enchanted Lands Realtors
and Village of Ruidoso
relating to the following Property:

<u>603</u>	<u>Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address		City	State	Zip Code
<u>Lot A, Block 4, Young Heights Subdivision</u>				
Legal Description				

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico. The Agreement is
changed as follows:

Section 20 of Management Agreement (Hold Harmless Clause) to be omitted from agreement as written.

Both parties to this agreement agree to hold each other harmless from all damages, suits and costs incurred with the management of the property. All involved broker's, employees, subcontractors, subagents of representatives shall be held harmless. Neither party shall be held liable for persons engaged to perform services or improvements to the property.

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NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

Signature Kylie Barry Date 7/15/22 Time 1:35pm

Signature _____ Date _____ Time _____

SELLER/LANDLORD/OWNER SIGNATURE

Signature Village of Ruidoso Date 7/12/2022 Time 2:15pm

Signature _____ Date _____ Time _____

EXHIBIT "A"

ADDITIONAL TERMS

1. 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 Village of Ruidoso (hereinafter referred to as the "Procuring Agency") to Berkshire Hathaway Home Services Enchanted Lands Realtors (hereinafter referred to as 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. Succession.

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

15. 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.

16. 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.

17. 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.

18. 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/>.

19. 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 subcontractors 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

[Insert Contractor Staff Name(s)]

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.

27. 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.

28. Inspection of Services.

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

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

B. The 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 always contemplated under this Agreement to the extent practicable 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.

29. 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:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. 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.

30. Inspection of Public Records Act.

Contractor acknowledges that all records related to this Property Management Agreement are subject to the New Mexico Inspection of Public Records Act, and Contractor agrees to maintain copies of all such records indefinitely, unless otherwise provided in writing by the Procuring Agency.



BERKSHIRE HATHAWAY

HomeServices

Lynch Realty

REALTORS® ASSOCIATION OF NEW MEXICO LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020

Federal law requires Landlord to provide to Tenant all disclosures set forth in this Addendum AND to receive acknowledgment from Tenant that Tenant has received these disclosures PRIOR TO full execution of the Rental Agreement.

This Disclosure and Acknowledgment will be attached as Addendum No. One to the Rental Agreement between the Landlord and Tenant, dated _____, Relating to the following Property:

603 Mechem Drive

Address

Ruidoso

City

88345

Zip Code

Lot A, Block 4, Young Heights Subdivision

Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, County, New Mexico.

1. LEAD WARNING STATEMENT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

2. OWNER'S DISCLOSURE.

A. Presence of lead-based paint and/or lead-based paint hazards:

_____ 1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ 2. Owner has no knowledge of lead-based paint and/or lead-based paint hazards.

B. Records and reports available to the Owner:

_____ 1. Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, (List documents below).

☒ 2. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. TENANT'S ACKNOWLEDGEMENT.

A. ☒ Tenant has received the Lead-Based Paint Warning Statement, the Owner's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Owner's Disclosures referenced in Paragraph 2(B).

B. ☒ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

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**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020**

4. AGENT'S CERTIFICATION

- A. ☒ Broker has informed Owner of his obligations under Sec. 42 U.S.C.A. 4852d to:
- 1) Provide Tenant with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
 - 2) Complete this Lead-based Paint Addendum before giving it to Tenant;
 - 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
 - 4) Deliver to Tenant a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
 - 5) Retain a completed copy of this commencement of the leasing period for at least three (3) years following the closing of the sale.
- B. _____ Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

This form is not required for zero-bedroom units, leases for less than 100 days where no renewal or extension can occur, housing exclusively for the elderly or disabled (unless children live there), rental housing that has been inspected by a certified inspector and found to be freed of a lead-based paint; renewals of leases where disclosure has taken place and no new information has become available.

Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

OWNER

Owner Signature _____ Date _____ Time _____

Owner Signature _____ Date _____ Time _____

Village of Ruidoso

Owner Names (Print) _____

313 Cree Meadows Drive **Ruidoso** **NM** **89345**

Owner Address _____ City _____ State _____ Zip Code _____

(575) 258-4343

Owner Home Phone _____ Business Phone _____ Fax _____ Email Address _____

TENANT

Tenant Signature _____ Date _____ Time _____

Tenant Signature _____ Date _____ Time _____

Tenant Names (Print) _____

Tenant Address _____ City _____ State _____ Zip Code _____

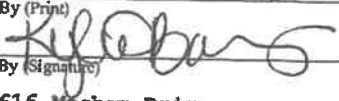
Tenant Home Phone _____ Business Phone _____ Fax _____ Email Address _____

**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020**

LANDLORD/BROKER

Landlord/Broker Firm Berkshire Hathaway HomeServices Enchanted Lands, REALTORS®

By (Print) Kylie Barry Broker ☒ is ☐ is not a REALTOR®

By (Signature)  Date 7/5/22 Time 1:33pm

Address 616 Mechem Drive City Ruidoso State NM Zip Code 88345

Business Phone (575) 257-4011 Fax _____ Email Address kylie@enchantedlandshomes.com



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART I – BROKER DUTIES DISCLOSURE**

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to **ALL** buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART II - OTHER DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? _____ YES ☒ NO If "YES", explain:
3. **MATERIAL INTEREST/RELATIONSHIP.** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? _____ YES ☒ NO. If "YES", describe that relationship:
4. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s) <u>[Signature]</u> Signature _____ Date <u>07/12/2022</u> Village of Ruidoso	Form of Delivery of Act <input checked="" type="checkbox"/> Electronic _____ <input type="checkbox"/> Electronic _____ <input type="checkbox"/> Electronic _____ Email Address _____ Email Address _____ Email Address _____	Rec'd OR <input type="checkbox"/> Hard-Copy _____ OR <input type="checkbox"/> Hard-Copy _____ OR <input type="checkbox"/> Hard-Copy _____
Broker Name Kylie Barry		



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

1. **PARTIES** Village of Ruidoso ("Owner")
and Berkshire Hathaway HomeServices Enchanted Lands, REALTORS® ("Brokerage")
do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.
 2. **RELATIONSHIP.** By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.
 3. **PROPERTY.**
1114 Mechem Drive
Address Ruidoso 88345
Lots 6, 7, 10 of H.F. Investors Tract City Zip Code
Legal Description
Or metes and bounds description attached as Exhibit _____, _____ County, New Mexico.
- PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.
4. **TERM.** The Term of this Agreement will begin on August 1, 2022 and will terminate at 11:59 pm Mountain Time on July 31, 2025 (Term). Unless written notice of termination is given no later than 90 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 90 days written notice by either Party.
 5. **BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY.** Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:
 - A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
 - i. The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to \$ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
 - ii. The method of advertising is in Broker's sole discretion subject to this Sub-Paragraph 5(A)(iii).
 - iii. Broker ☐ will OR ☒ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
 - B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Broker must enter into a contract with the third-party providing such report which requires the Broker to maintain

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NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

the confidentiality of the information obtained or if Broker is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Broker will not provide such information to Owner.

OL (Owner's Initials)

C. Lease Agreements.

- i. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.
- ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

D. Tenant Concerns. Addressing tenant issues and negotiating tenant disputes.

E. Rents and Deposits. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.

F. Maintenance. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law, to include, performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding \$ 100.00 per item.

G. Eviction.

- i. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action.
- ii. Broker is NOT obligated, but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property.

H. Utilities.

- i. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility.
- ii. Broker shall pay all bills from the trust account provided funds are available.
- iii. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service.

I. Comingling of Funds. Funds of one property ☒ may ☐ may not be used for the benefit of another property owned by Owner.

J. Vacation Rentals.

- i. Collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.
- ii. If gross receipts taxes and/or lodgers' taxes are due, the following person/entity will be responsible for collection, reporting and/or remitting of such taxes ☐ Broker ☐ Owner ☐ the following third-party website advertising/reservation service N/A ☐ Other N/A.
- iii. If the taxes are to be collected from the tenant by the Broker or a third party, Owner authorizes Broker or third-party entity to collect and remit the applicable taxes from the tenant.

6. ADDITIONAL BROKER RESPONSIBILITIES.

- A. Maintain records of owner and tenants;
- B. Upon request by Owner, provide all rental agreements to Owner.
- C. Provide ☒ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☐ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☒ Other All requested.
- D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☒ will not be interest-bearing. If interest-bearing, ☐ Broker ☐ Owner will receive interest accrued.
- E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 15th day of each month as provided below.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

- i. For Rentals of 30-Days or longer: Broker's accounting shall include the following:
 - a) the previous month's balance;
 - b) funds deposited by category;
 - c) funds disbursed by category;
 - d) ending balance, and;
 - e) other _____.
 - ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Para- graph 6(E)(i)), Broker's accounting shall also include the following:
 - a) rental income for the month;
 - b) credit card fees;
 - c) maintenance charges; and
 - d) amount paid in commission to Broker.
- 7. EXIGENT CIRCUMSTANCES.** In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(F) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.
- 8. OWNER REPRESENTATION.** Owner represents and warrants the following:
- A. Owner has full power and authority to enter into this Agreement;
 - B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;
 - C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;
 - D. The Property is zoned for the intended use;
 - E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;
 - F. Owner ☐ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current OR if any other financial situation exists that could affect a tenant's residency, please explain: _____
 - G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☐ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as Exhibit B. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;
 - H. That the information supplied by Owner is accurate and correct.
- 9. COMPENSATION/FEES.**
- A. In return for renting and managing the Property, Owner agrees to pay Broker 8% of collected rents plus, applicable gross receipts taxes in the following manner: NMERT
 Compensation due Broker for periods less than the scheduled rental period shall be prorated.
 - B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This

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NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.

- C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Broker under this Agreement Owner will pay Broker (plus applicable gross receipts taxes).

i. With respect to existing lease: _____

ii. With respect to renewals: _____

iii. Other: _____

D. All other fees charged to Owner: _____

E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. **FEES RETAINED BY BROKER.** The following fees will be charged to Tenant and retained by Broker unless other- wise noted below:

☒ Late Charges: \$50

☒ Insufficient Fund Fees: \$25

☒ Other: Lock Out Fee

☒ Other: Application Fee

11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Broker, but not less than \$_____. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire and vandalism insurance within _____ days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☐ YES ☒ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

A. **DISCLOSURE AND INFORMATION REQUIREMENTS.** In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

B. **RENOVATION, REPAIR AND PAINTING.** If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.

13. **COMPLIANCE WITH LAWS.** Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. **OWNER'S OBLIGATIONS.**

A. **INITIAL DEPOSIT/RESERVE:** Upon signing of this Agreement, Owner shall remit to Broker the sum of \$ TBD as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify



NEW MEXICO ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

Owner if he reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than TBD days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/ her/its own funds to pay any disbursements.

- B. SMOKE and CO DETECTORS.** At owner's expense, ☐ smoke detectors ☐ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
- C. PROPERTY LIENS.** Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).
- D. PROPERTY CONDITION REPORT.** Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.
- 15. TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☐ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.
- 16. SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.
- 17. FOREIGN OWNERS.** Is Owner a Foreign Person? ☐ Yes ☒ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.
- If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☒ No.
- If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).
- 18. ASSIGNMENT.**
- A.** This Agreement ☐ may ☒ may not be assigned by Broker. Conditions on Assignment: ☐ none; ☐ only with Owner's consent; ☐ other (list conditions): _____
- B.** This Agreement ☒ may ☐ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Broker's consent; ☐ other (list conditions): _____
- 19. LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

20. **HOLD HARMLESS CLAUSE.** Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.
21. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.
22. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.
24. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
25. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
26. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
27. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
29. **ADDITIONAL TERMS**
See Exhibit A, Exhibit B



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

30. NOTICES AND DEMANDS. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: <u>616 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>
Owner: <u>313 Cree Meadows Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>
Copy to: _____	_____		_____
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

Berkshire Hathaway HomeServices Enchanted Landscapes
Property Management Firm

Broker Name (Print) <u>Kylie Barry</u> Broker Signature <u>Kylie Barry</u> Email Address <u>kylie@enchantedlandshomes.com</u> Broker Address <u>616 Mechem Drive</u> City <u>Ruidoso</u> NM <u>88345</u> ZIP Code _____ Broker Home Phone _____ Broker Cell Phone _____ Broker Business Phone <u>(575) 257-4011</u> Broker Fax _____	Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR® Date <u>07/27/22</u> Time <u>11:29 AM</u>
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OWNER

Owner Name (Print) <u>Village of Ruidoso</u> Owner Signature <u>[Signature]</u> Date <u>8/15/22</u> Time <u>2:30pm</u> Owner Address <u>313 Cree Meadows Drive</u> City <u>Ruidoso</u> NM <u>88345</u> ZIP Code _____ Owner Home Phone _____ Owner Cell Phone _____ Owner Business Phone <u>(575) 258-4343</u> Owner Fax _____ Owner Social Security Number or Tax Identification Number _____	
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BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
EXHIBIT A - PROPERTY INFORMATION**

OWNER NAME: Village of Ruidoso
PHONE NUMBER(S): _____
PROPERTY ADDRESS: 1114 Mechem Drive Ruidoso NM 88345

If there is an EXISTING TENANT, Owner to provide Broker with copies of all Rental Agreements.

Existing Tenant Name: _____
Home Phone: _____ **Work Phone:** _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	\$ <u>Exhibit B</u> Minimum	\$ <u>Exhibit B</u> Maximum
Acceptable Lease Term:	<u>TBD</u> Minimum	<u>1 year</u> Maximum
Acceptable Renewal Term:	<u>TBD</u> Minimum	<u>1 year</u> Maximum

WATER SOURCE: ☒ City ☐ Well.

If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other

Limitations or restrictions on use: _____
 Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☒ City Sewer ☐ Septic. Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO. If yes, are there any conditions: TBD

SECURITY/DAMAGE DEPOSIT: Broker will collect ☒ the equivalent of one month's rent ☐ other amount \$ _____ from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

LAST MONTH'S/PREPAID RENT: Broker ☐ will ☒ will not collect an additional one month's rent from Tenant to be held as last month's rent.

OWNER'S INSURANCE: Insurance Name: _____
 Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE: Owner ☐ does ☒ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

SMOKING: Smoking ☐ is ☒ is not permitted in the Property.

MEDICAL MARIJUANA: Owner ☐ will ☒ will not allow a qualified patient to use medical marijuana in the Property. If Owner will allow smoking, Owner ☐ will ☒ will not allow marijuana to be smoked in the Property. (See Medical Marijuana Information Sheet - NMAR Form 2312).

IF APPLICABLE:

MAILBOX NUMBER: _____ **PARKING SPACE NUMBER:** _____
GATE CODE: _____ **ALARM COMPANY AND CODE:** _____



BERKSHIRE HATHAWAY

HomeServices

Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®

GENERAL ADDENDUM No. One - 2020

This Addendum is part of the Property Management Agreement (the "Agreement")
dated August 1 2022, between BHHS Enchanted Lands
and Village of Ruidoso

relating to the following Property:

<u>1114 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address	City	State	Zip Code

Lots 6, 7, 10 of H.F. Investors Tract

Legal Description

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The following is added to the Agreement:

Broker not responsible for damage caused by tenant.

Broker not responsible for changes in market condition.

Broker not responsible for uncollected judgements/evictions.

Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance costs that will not be the responsibility of the tenant.

Proceeds will be sent out on the 15th of each month. Deposits of proceeds may be delayed due to weekends or banking holidays.

Exhibit B, rent calculator, will be provided to broker and all rents for property located at 1114 Mechem Drive will be charged according to Exhibit B.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

<small>AuthentSign</small>  <small>Signature</small>	Kylie Barry	07/27/22 <small>Date</small>	11:29 AM <small>Time</small>
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<small>Signature</small>	<small>Date</small>	<small>Time</small>
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SELLER/LANDLORD/OWNER SIGNATURE

 <small>Signature</small>	Village of Ruidoso	8/15/22 <small>Date</small>	12:30pm <small>Time</small>
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<small>Signature</small>	<small>Date</small>	<small>Time</small>
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BERKSHIRE HATHAWAY
HomeServices
Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

This Amendment is part of the Property Management Agreement (the "Agreement")
dated August 1 2022, between BHHS Enchanted Lands
and Village of Ruidoso

relating to the following Property:

<u>1114 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address	City	State	Zip Code
<u>Lots 6, 7, 10 of H.F. Investors Tract</u>			
Legal Description			

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico. The Agreement is

changed as follows:

Section 20 of management agreement (Hold Harmless Clause) to be omitted from agreement as written.

Both parties to this agreement agree to hold each other harmless from all damages, suits and costs incurred with the management of the property. All involved brokers, employees, subcontractors, subagents of representatives shall be held harmless. Neither party shall be held liable for persons engaged to perform services or improvements to the property.

Section 11 of management agreement (Insurance) shall be omitted from agreement as written.

Property owner agrees to carry at own expense adequate insurance against damage and liability for loss, damage or injury to property or persons which may arise out of the occupancy, management, operation or maintenance of the property. The deductible required under any insurance policy shall be owner's expense.

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NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE		
Authenticator <i>Kylie Barry</i> Signature Kylie Barry	07/27/22 Date	11:29 AM Time
Signature 	Date	Time
SELLER/LANDLORD/OWNER SIGNATURE		
Signature Village of Ruidoso	8/15/22 Date	12:30 PM Time
Signature	Date	Time

EXHIBIT "A"

ADDITIONAL TERMS

1. 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 Village of Ruidoso (hereinafter referred to as the "Procuring Agency") to Berkshire Hathaway Home Services Enchanted Lands Realtors (hereinafter referred to as 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. Succession.

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

15. 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.

16. 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.

17. 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.

18. 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/>.

19. 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 subcontractors 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

[Insert Contractor Staff Name(s)]

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.

27. 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.

28. Inspection of Services.

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

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

B. The 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 always contemplated under this Agreement to the extent practicable 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.

29. 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:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. 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.

30. Inspection of Public Records Act.

Contractor acknowledges that all records related to this Property Management Agreement are subject to the New Mexico Inspection of Public Records Act, and Contractor agrees to maintain copies of all such records indefinitely, unless otherwise provided in writing by the Procuring Agency.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021 PART I - BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to ALL buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021**

PART II - OTHER DISCLOSURES

Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? _____ YES ☒ NO If "YES", explain:
3. **MATERIAL INTEREST/RELATIONSHIP.** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? _____ YES ☒ NO. If "YES", describe that relationship:
4. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)	Form of Delivery of Act	Rec'd
<div style="display: flex; justify-content: space-between;"> <div>Signature </div> <div>Date _____</div> </div> <p style="margin-left: 40px;">Village of Ruidoso</p>	<input checked="" type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>	<input type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>	<input type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
Broker Name Kylie Barry		

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director
Jaquelyne Pena, Water Resource Manager

Meeting Date: June 3, 2025

Re: Discussion on Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

Item Summary:

Discussion on Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

Financial Impact:

This will award RFP #2025-010P to John Shomaker and Associates, Inc. but individual costs will be processed through Task Orders which will come back to Council for expenditure approval.

Item Discussion:

Legal Ads were placed in three newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 3/27/25.

Fourteen firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: NV and John Shomaker and Associated Inc.

One addendum was issued for answering questions from potential proposers.

Proposal Submission Deadline was 4/24/25 at 3:00 pm.

One proposal was received to be evaluated: John Shomaker and Associates, Inc.

The committee discussed the responses of each evaluation criteria and references provided and collectively scored the proposal.

The proposal was very well prepared and met all the requirements of this procurement.

The Evaluation Committee recommends the award of RFP #2025-010P for Hydrogeological Water Supply and Water Rights Consultant to John Shomaker and Associates, Inc.

Recommendations:

To Discuss Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

ATTACHMENTS:

Description

Evaluation Committee Report

Evaluation Committee Summary

EVALUATION COMMITTEE REPORT	
RFP TITLE	Hydrogeological Water Supply and Water Rights Consultant
RFP NUMBER	2025-010P
DATE OF REPORT	5/01/25
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 Hydrogeological Water Supply and Water Rights Consultant for the Village of Ruidoso.

The Village of Ruidoso, Lincoln County, is located in south central New Mexico in the Sacramento Mountains. The Village elevation ranges from 6,200 to 7,700 and encompasses 16.1 square miles. The Village receives its water from multiple sources including numerous wells and 2 man-made lakes which are fed by streams. There are numerous water pressure zones due to the varied elevations which makes for a very complicated water system. Procurement through an RFP will allow the Village to select a Hydrogeological Water Supply and Water Rights Consultant Services based on qualifications that are most suitable to the needs of the Village.

The Village is conducting a single-award RFP. It is anticipated that the 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 3/27/25.

Fourteen (14) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: NV5 and John Shomaker & Associates, Inc

One (1) addendum was issued for answering questions from potential proposers.

Proposal Submission Deadline was 04/24/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposal was received to be evaluated:

- John Shomake & Associates, Inc

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

- **Proximity to or Familiarity with the Contracting Agency – 50 Possible Points**
Offerors must provide a summary of their understanding of the Services required. Offeror should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces.
- **General Qualifications – 20 Possible Points**
Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP.
- **Specific Qualifications – 20 Possible Points**
The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience in regard to Water Supply and Water Rights Issues.
- **Experience with Similar Service Contracts – 10 Possible Points**
The Offeror shall provide a list of two (2) service contracts previously completed which were similar to the Scope of Work in this RFP.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Adam Sanchez	Village of Ruidoso – Public Works Director
Jaquelyne Pena	Village of Ruidoso – Water Resource Manager
Vyanca Vega	Village of Ruidoso – Capital Projects Coordinator
Randy Koehn	Village of Ruidoso – Water Production Manager

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


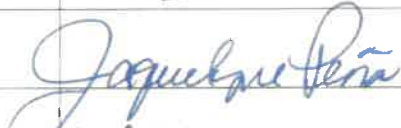


Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	4/24/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	5/01/25	The committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all the requirements of this procurement.

The Evaluation Committee recommends the award of RFP 2025-010P for Hydrogeological Water Supply and Water Rights Consultant to John Shomaker and Associates, Inc.

Section 7. SIGNATURES

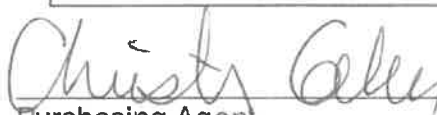
Name	Agree/Object (state objection)	Signature	Date
Adam Sanchez	Agree		5-7-2025
Jaquelyne Pena	Agree		5-7-2025
Vyanca Vega	Agree		5-7-25
Randy Koehn	Agree		5-7-25

EVALUATION CRITERIA Summary Totals
5/01/2025 @ 09:30 AM

CRITERIA AND POINT VALUES FOR RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant

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

CRITERIA	Possible Points	John Shomaker and Associates, Inc
B. Technical Specifications		
1. Proximity to or Familiarity with the Contracting Agency Offerors must provide a summary of their understanding of the Services required. Offeror should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces.	50	48.50
2. General Qualifications Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP.	20	19.25
3. Specific Qualifications The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience in regard to Water Supply and Water Rights Issues.	20	19.75
4. Experience with Similar Service Contracts The Offeror shall provide a list of two (2) service contracts previously completed which were similar to the Scope of Work in this RFP.	10	9.75
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 G)	Pass/Fail	Pass
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail	Pass
5. New Mexico Resident Business Preference	8	8
6. New Mexico Resident Veterans Preference	10	
TOTAL POINTS:	110	10.25


Purchasing Agent

5/1/25
Date

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director
Jaquelyne Pena, Water Resource Manager

Meeting Date: June 3, 2025

Re: Discussion on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

Item Summary:

Discussion on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

Financial Impact:

Contractor will be issued a Task Order for services to be performed. Each task order will be presented to Council for expenditure approval. Task orders will be paid out of the SGRT Special Revenue Fund.

Item Discussion:

Potential work may include, but is not limited to:

- Water modeling, system flow calculations, water rights accounting, determining depletion effects, effluent credits, and return flow plans.
- Groundwater modeling, well and surface interconnectivity, hydro stratigraphic effects, drawdown computations, and estimates of long-term sustainability. Provide guidance to Village staff for diversion and water resource management.
- Geology and ground/surface water issues for Eagle Creek and Rio Ruidoso basins (where Village of Ruidoso diversions are), and the Tularosa and Lower Pecos basins.
- Provide support documentation and testimony in water rights filings, transfers, and water right issues.
- Working with the personnel, policies and procedures of the Office of the State Engineer, the Interstate Stream Commission, New Mexico Environmental Department, US Army Corps, and the Environmental Protection Agency.
- Working with the adjacent Federal Forest Lands and Tribal Authority Lands regarding the implications of well supply, surface water supply, and water rights issues, both from a legal and practical view.
- Well design, specification, bidding, and construction supervision.

- Supporting special projects for the Village including wastewater reuse, underground storage and recovery, source water protection, watershed health, and inflow and infiltration study.
- Supporting data collection and monitoring.

Recommendations:

To Discuss Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

ATTACHMENTS:

Description

Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR HYDROGEOLOGICAL WATER
SUPPLY AND WATER RIGHTS CONSULTANT SERVICES**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and John Shomaker and Associates, Inc, hereinafter referred to as the "Consultant" and collectively the "Parties".

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

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

John Shomaker and Associates, Inc
ATTN: Roger Peery
Title: CEO/Principal Hydrogeologist
Street: 2611 Broadbent Parkway NE
City, State, Zip: Albuquerque, NM 87107
Phone: 505-318-3822
Email: rpeery@shomaker.com

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

WHEREAS, all terms and conditions of the RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant Services and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

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

3. Compensation.

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

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

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

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

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

4. Term.

This agreement shall be effective June 10, 2025, through June 9, 2026, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

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

B. Notice; Procuring Agency Opportunity to Cure.

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

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

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

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

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

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

6. Appropriations.

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

7. Status of Consultant.

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

8. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

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

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

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

9. Amendment.

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

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

10. Merger.

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

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

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

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

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

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

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

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

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

24. Employee Pay Equity Reporting.

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

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

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

25. Indemnification.

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

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Consultant Personnel.

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

Roger Peery

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

35. Incorporation by Reference and Precedence.

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

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

36. Inspection.

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

37. Inspection of Services.

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

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

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

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

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

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

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

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

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

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

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. NFE contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

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

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

40. Arbitration.

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


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

SIGNATURES:

Village of Ruidoso:

Consultant:

Lynn D. Crawford, Mayor



Roger Peery, CEO/Principal
Hydrogeologist

Date: _____

Date: May 7, 2025

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX F – DETAILED SCOPE OF WORK

RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant Services

The Village of Ruidoso intends to contract with one or more firm(s) to perform Hydrogeological consultation for water resource, water supply, and water rights issues. It is intended that this contract will be for an initial period beginning with the date of the contract signing and ending one calendar year later with an option to renew yearly thereafter for three (3) additional one-year periods.

All tasks will be accomplished after issuance and approval of a specific task order.

Potential work may include, but is not limited to:

1. Water modeling, system flow calculations, water rights accounting, determining depletion effects, effluent credits, and return flow plans.
2. Groundwater modeling, well and surface interconnectivity, hydro stratigraphic effects, drawdown computations, and estimates of long-term sustainability. Provide guidance to Village staff for diversion and water resource management.
3. Geology and ground/surface water issues for Eagle Creek and Rio Ruidoso basins (where Village of Ruidoso diversions are), and the Tularosa and Lower Pecos basins.
4. Provide support documentation and testimony in water rights filings, transfers, and water right issues.
5. Working with the personnel, policies and procedures of the Office of the State Engineer, the Interstate Stream Commission, New Mexico Environmental Department, US Army Corps, and the Environmental Protection Agency.
6. Working with the adjacent Federal Forest Lands and Tribal Authority Lands regarding the implications of well supply, surface water supply, and water rights issues, both from a legal and practical view.
7. Well design, specification, bidding, and construction supervision.
8. Supporting special projects for the Village including wastewater reuse, underground storage and recovery, source water protection, watershed health, and inflow and infiltration study.
9. Supporting data collection and monitoring.



SCHEDULE OF CONSULTING FEES

FY 2026 through FY 2027 HOURLY RATES

Hydrogeologic investigations, field services, meetings, preparation of reports, telephone consultation, and travel time.

Senior Principal Hydrogeologist	\$240.00/hr
Principal Hydrogeologist/Geochemist/Hydrologist	195.00/hr
Senior Hydrogeologist/Geochemist	150.00/hr
Project Hydrogeologist/Hydrologist	120.00/hr
Staff Hydrogeologist Level III	105.00/hr
Staff Hydrogeologist Level II.....	95.00/hr
Staff Hydrogeologist Level I.....	90.00/hr
GIS/AutoCAD Analyst	100.00/hr
GIS/AutoCAD Technician	80.00/hr
Report or Graphics Specialist	75.00/hr
Project Assistant	50.00/hr
Administrator/Project Coordinator	60.00/hr

FY 2028 through FY 2029 HOURLY RATES

Hydrogeologic investigations, field services, meetings, preparation of reports, telephone consultation, and travel time.

Senior Principal Hydrogeologist	\$240.00/hr
Principal Hydrogeologist/Geochemist/Hydrologist	200.00/hr
Senior Hydrogeologist/Geochemist	155.00/hr
Project Hydrogeologist/Hydrologist	125.00/hr
Staff Hydrogeologist Level III	110.00/hr
Staff Hydrogeologist Level II.....	100.00/hr
Staff Hydrogeologist Level I.....	90.00/hr
GIS/AutoCAD Analyst	100.00/hr
GIS/AutoCAD Technician	80.00/hr
Report or Graphics Specialist	80.00/hr
Project Assistant	50.00/hr
Administrator/Project Coordinator	60.00/hr

EXPENSES

Per Diem (lodging and meals)	per State or Federal rate*
Lodging (in lieu of per diem)	at cost
Automobile, per mile	per State or Federal rate
Automobile, rental	at cost plus fuel
Field-Office Trailer, rental	cost plus 10%
Field Meters, Computers, Well Sounders each per day	15.00
Water-Level Transducer and Logger, per day	75.00
Bennett Pneumatic Sample Pump, per day	500.00
Photocopies, each	0.06

* *subject to increase or decrease based on location of project and State per diem rates*

All fees and expenses are subject to New Mexico Gross-Receipts tax. Lodging and meals will be invoiced at a daily per diem rate, or at cost, as negotiated. Travel by public transportation, and all third-party charges such as drilling, contract labor, rental equipment, and laboratory work will be invoiced at actual cost plus 10 percent. Terms are net 30 days. Interest at 1.5 percent per month may be charged on past-due balances.

Unless otherwise agreed beforehand, original manuscripts, field notes, and other such materials will remain the property of John Shomaker & Associates, Inc. Information specifically related to work done for a client will be considered confidential.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: June 3, 2025

Re: Discussion on Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

Item Summary:

Discussion on Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

Financial Impact:

Funding for the agreement (\$56,364.00) will be funded from the FY 2026 Ruidoso Joint Utilities (RJU) Enterprise Fund's Gauging Stations line item (502-212-52200).

Item Discussion:

The operation of six USGS stations is required by various permitting and settlement agreements.

USFS North Fork Special Use Authorization: Eagle Creek below South Fork; North Fork Eagle Creek near Alto; South Fork Eagle Creek near Alto; and Buck Mountain near Alto.

OSE Permits: Rio Ruidoso near Hollywood

Settlement Agreement: Rio Ruidoso near Ruidoso

Total operational costs are \$93,346.00 for all stations, with \$36,982.00 paid by the USGS Cooperative Matching Funds and \$56,364.00.00 paid by the Village of Ruidoso for the period of July 1, 2025 to June 30, 2026.

Recommendations:

To Discuss Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and

Precipitation Gages with a Village Cost Share of \$56,364.00.

ATTACHMENTS:

Description

Letter

Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

New Mexico Water Science Center

DUNS 025287520

6700 Edith Blvd. NE Bldg. B

Albuquerque, NM 87113

May 29, 2025

Lynn Crawford, Mayor
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

Dear Mr. Crawford,

Enclosed please find Joint Funding Agreement (JFA), 25RGJFA23 for the period July 1, 2025 to June 30, 2026 for the operation and maintenance of the streamflow gages Eagle Creek below South Fork near Alto, New Mexico (08387600), Rio Ruidoso near Hollywood (08387000), New Mexico, Rio Ruidoso near Ruidoso, New Mexico (08386505), North Fork Eagle Creek near Alto, New Mexico (08387550), South Fork Eagle Creek near Alto, New Mexico (08387575), and Buck Mountain near Alto, New Mexico (332415105465601).

The JFA amount is \$93,346 of which \$56,364 to be provided by the Village of Ruidoso and \$36,982 are cooperative matching funds (CMF) from the USGS New Mexico Water Science Center. A separate agreement between the New Mexico Interstate Stream Commission and the USGS will cover one half of the Rio Ruidoso near Hollywood, New Mexico gage.

Station	Village of Ruidoso	Cooperative Matching Funds	Total
Eagle Creek below South Fork 8387600	\$11,147	\$7,048	\$18,195
Rio Ruidoso near Hollywood 8387000	\$5,411	\$3,949	\$9,360*
Rio Ruidoso near Ruidoso 8386505	\$11,147	\$7,048	\$18,195
North Fork Eagle Creek near Alto 8387550	\$11,147	\$7,048	\$18,195
South Fork Eagle Creek near Alto 8387575	\$11,147	\$7,048	\$18,195
Buck Mountain near Alto 332415105465601	\$6,365	\$4,841	\$11,206
Total	\$56,364	\$36,982	\$93,346

*1/2 of Rio Ruidoso near Hollywood gage is funded by NMISC

If you concur, please sign and return a copy of the JFA to this office for processing. Work performed with funds from this agreement will be conducted on a fixed price basis. The Village of Ruidoso will be billed for work completed as part of the agreement at the end of each quarter.

If you have any questions concerning the work on this project, please call Kyle Davis at (575) 646-8129. Administrative questions should be addressed to Esther Torrez at (505) 418-6073.

Sincerely,

JUSTIN
HAGERTY

Digitally signed by
JUSTIN HAGERTY
Date: 2025.05.29
14:44:49 -06'00'

Justin Hagerty
Director

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000329
Agreement #: 25RGJFA23
Project #: RG00GVC
TIN #: 85-6000650

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of July 1, 2025, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Village of Ruidoso party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project for the operation and maintenance of the streamflow gages Eagle Creek below South Fork near Alto, New Mexico (08387600), Rio Ruidoso near Hollywood, New Mexico (08387000), Rio Ruidoso near Ruidoso, New Mexico (08386505), North Fork Eagle Creek near Alto, New Mexico (08387550), South Fork Eagle Creek near Alto, New Mexico (08387575), and Buck Mountain near Alto, New Mexico (332415105465601), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$36,982 by the party of the first part during the period
July 1, 2025 to June 30, 2026
- (b) \$56,364 by the party of the second part during the period
July 1, 2025 to June 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000329
Agreement #: 25RGJFA23
Project #: RG00GVC
TIN #: 85-6000650

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Kyle Davis
Las Cruces Field Office Chief
Address: 4611 Research Park Circle, Suites D&E
Las Cruces, NM 88001
Telephone: (575) 646-8129
Fax: (575) 646-7949
Email: kcdavis@usgs.gov

Customer Technical Point of Contact

Name: Christella Armijo
Water Resource Director
Address: 313 Cree Meadows Drive
Ruidoso, New Mexico 88345
Telephone: (575) 973-3868
Fax:
Email: christellaarmijo@ruidoso-nm.gov

USGS Billing Point of Contact

Name: Esther Torrez
Budget Analyst
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 418-6073
Fax:
Email: mvaldez@usgs.gov

Customer Billing Point of Contact

Name: Ashlie Carabajal
Water Resource Manager
Address: 313 Meadows Drive
Ruidoso, NM 88345
Telephone: (575) 257-5386
Fax:
Email: ashliecarabajal@ruidoso-nm.gov

U.S. Geological Survey
United States
Department of Interior

Village of Ruidoso

Signature

JUSTIN
By HAGERTY Digitally signed by
JUSTIN HAGERTY
Date: 2025.05.29
14:45:12 -06'00' Date: 5/29/25
Name: Justin Hagerty
Title: Director, New Mexico Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 3, 2025

Re: Discussion on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Item Summary:

Discussion on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Financial Impact:

Funds are budgeted in the General Fund's Legislative Department's Legal Fees line item (101-010-52001) in the amount of \$160,000.00.

Item Discussion:

Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Recommendations:

To Discuss Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

ATTACHMENTS:

Description

Professional Services Contract - Zach Cook

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into on the 10th day of June, 2025, by and between the **VILLAGE OF RUIDOSO**, hereinafter referred to as “**VILLAGE**” and **ZACH COOK, LLC.**, hereinafter referred to as “**CONTRACTOR**”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. **Scope of Work and Compensation**

- A) **Basic Legal Services:** Contractor shall provide legal services, including but not limited to the following:
- a. Preparation, review and analysis of ordinances and resolutions
 - b. Analysis of legal issues
 - c. Review and analysis of items on the Council agenda prior to meetings
 - d. Interpretation of existing laws and ordinances
 - e. Preparation, review and analysis of legal documents, letters, responses to tort claims and requests for public records
 - f. Interpretation of existing legal documents, agreements, contracts, etc.
 - g. Attendance at designated public meetings which will include VILLAGE Council. Workshop. Planning and Zoning, Joint Utility Board and Consolidated Dispatch Meetings
 - h. Review, research, analysis and preparation of legal opinions as requested by the Governing Body
 - i. Preparing legal opinions and other legal matters that may, from time to time, come before the Village
 - j. Representation of the Village in Municipal Court and other legal proceedings when necessary
 - k. Monitoring of all District Court cases which are being handled by Special Contract Attorneys and/or Risk Management Attorneys
 - l. Providing legal counsel to staff, members of the Elected Body and members of appointed Committees

- m. Prepare a monthly report to the Governing Body, giving the current status of any legal action in which, the Village may be involved, including tort claims
- B) **Special Assignments:** Contractor shall provide legal services requested by the Governing Body or the Village Manager for matters not included in the routine legal services as set forth above. Special assignments include litigation in District Court, appellate courts, administrative hearings, and other matters that require extraordinary amounts of time to complete or to develop competency in an area of law that is not implicated in general legal services as described above.
- C) **Right to Contract for Services:** Attorney shall have the authority to retain on behalf of the Village, with Village's prior approval and at the Village's cost, such other professional assistance as is necessary to Attorney in the performance of the Agreement. Such assistance may include the retention of other legal counsel for specialized matters, and experts or professionals in various fields as required in the performance of the Contract.
- D) **Compensation:** The Village shall pay to Contractor for routine legal services required herein as follows:
- a) The Village will pay the Contractor a flat fee of Eleven Thousand and Zero Cents (\$11,000.00) plus gross receipts thereon for monthly services during the term of this Contract.
 - b) One Hundred Fifty Dollars (\$150.00) per hour for Zach Cook plus applicable gross receipts tax for all special assignments describe herein, payable monthly during the term of this Agreement.
 - c) Copies at Twenty-Five Cents. (.25) each.
 - d) Mileage at Fifty-Six Cents (.56) per mile (subject to adjustment during the term of this Contract to comply with the allowed Federal rate).
 - e) Actual documented expenses for out-of-town trips, seminars, Municipal League meetings, etc., as approved by the Governing Body.
 - f) Rates for out-of-town trips will be at the same rate as provided for hereinabove for routine legal services.
 - g) Legal assistant time will be billed at Sixty-Five Dollars (\$65.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.
 - h) Paralegal time will be billed at Ninety Dollars (\$90.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.

- i) Contractor reserves the right to subcontract special projects and said subcontracting cost shall be passed on to the Village subject to the prior approval of the Village.
- E) **Payment:** VILLAGE shall pay the CONTRACTOR upon receipt of detailed statement of services, time and charges. Such statement to be submitted by CONTRACTOR to VILLAGE monthly.
- F) **Term:** The initial term of this contract shall be for one year beginning on **July 1, 2025** and terminating on **June 30, 2026** and shall be renewable annually thereafter for three (3) additional one (1) year terms unless terminated by either party hereto giving thirty (30) days written notice.
- G) **Contract Subject to Review and Amendment Annually:** The parties hereto agree that upon the annual renewal, the fees set forth in this Contract may be amended subject to changes in the cost of services provided and the demand for the services required under this Contract.
- H) **Errors and Omission Insurance:** Contractor agrees to maintain, during the term of the Agreement, Errors and Omissions Insurance with a minimum of One Million Dollars (\$ 1,000,000.00) coverage.
- I) **Status of Contractor:** The CONTRACTOR and his agents, employees and consultants are independent contractors performing professional services for the VILLAGE and are not employees of the VILLAGE.
- J) **Records and Audit:** The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the VILLAGE or its central purchasing office. The VILLAGE shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the VILLAGE to recover excessive or illegal payments.
- K) **Release:** The CONTRACTOR, upon final payment of the amount due under this agreement, releases the VILLAGE, its offices, and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement. The CONTRACTOR agrees on to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written authority to do so and then only within the strict limits of that authority.
- L) **Confidentiality:** Any information provided to or developed by the CONTRACTOR in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval of the VILLAGE.

M) **Conflicts of Interest:** CONTRACTOR will represent no party against the VILLAGE of Ruidoso and will abide by all Rules of Professional Conduct as set forth in New Mexico Statutes Annotated 1978 Comp., as amended.

N) **Scope of Agreement:** 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, verbal or otherwise, of the parties or their agents shall be valid enforceable unless embodied in this Agreement.

O) **Applicable Law:** This agreement shall be governed by the laws of the State of New Mexico.

P) **Miscellaneous:** It is understood and agreed that the VILLAGE reserves the right to:

1. Make special assignments to other attorneys or firms with specialized knowledge on specific subjects.
2. Prescribe assignment formats
3. Determine performance progress monitoring criteria; and
4. Prescribe billing/invoice formats

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the date provided in Paragraph F above.

VILLAGE OF RUIDOSO

ZACH COOK, LLC

Lynn D. Crawford
Mayor- Village of Ruidoso

Zach Cook

ATTEST:

Jini S. Turri, MMC
Clerk – Village of Ruidoso

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: June 3, 2025

Re: Discussion on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

Item Summary:

Discussion on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

Financial Impact:

The contract is budgeted in the FY 2026 Solid Waste Enterprise Fund's Yard Waste Dump Fees (522-200-52202), available budget of \$550,000.00.

Item Discussion:

The agreement with Universal Waste System, Inc., for the disposal of vegetative waste at \$9.06 per cubic yard would commence on July 1, 2025, if approved. These disposal services provide the Village an approved New Mexico Environmental Department disposal for all Forestry required and other property owner generated vegetative waste.

Universal Waste System's original bid of \$10.00 per cubic yard included no minimum or maximum limits of material delivered (with exception of logs and stumps to cost \$ 16.50 per cubic yard). The bid award also includes a CPI adjustment on a yearly basis. Additionally, the term for this bid award is for nine (9) one-year options to renew.

Recommendations:

To Discuss First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

ATTACHMENTS:

Description

First Renewal

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Universal Waste Systems, Inc. (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement awarded through ITB# 2024-00B, dated July 1, 2024 through June 30, 2025, to provide green waste disposal.

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. 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 _____ day of _____, 2025.

Village of Ruidoso

Universal Waste Systems, Inc.

Lynn D. Crawford, Mayor

Name and Title

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk