

VILLAGE OF RUIDOSO

**AGENDA INDEX
WORKSHOP MEETING
MAY 5, 2026 AT 8:00 AM**

**313 Cree Meadows Dr. Ruidoso
NM,88345**

NOTICE OF WORKSHOP MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, May 5, 2026 at 8:00 a.m. 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 2026-101, a Resolution Adopting the FY 2027 (July 1, 2026 - June 30, 2027) Budget for All Funds to the Local Government Division of the New Mexico Department of Finance and Administration (DFA).
2. Discussion on Adoption of Resolution 2026-100, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2026-2027.
3. Discussion on Task Order RFP #2026-002P-PH-01 with Parkhill for Sierra Cinema PRV Replacement in the Amount of \$82,199.00 Including NMGR.T.
4. Discussion on Task Order #2026-002P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Hollywood Well Improvements in the Amount of \$77,071.69 Including NMGR.T.
5. Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2026 to June 30, 2027, in an Amount Not to Exceed \$93,600.00.
6. Discussion on Second Renewal Agreement Between the Village of Ruidoso, and

Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2026 to June 30, 2027, In an Amount Not to Exceed \$70,800.00.

7. Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Management Bureau (GMB) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Three Thousand Dollars (\$3,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
8. Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
9. Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
10. Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
11. Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
12. Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.
13. Discussion on Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.
14. Discussion on Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

ADJOURN

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2026-01. 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.

Posted April 30, 2026 3:50 p.m.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: May 5, 2026

Re: Discussion on Adoption of Resolution 2026-101, a Resolution Adopting the FY 2027 (July 1, 2026 - June 30, 2027) Budget for All Funds to the Local Government Division of the New Mexico Department of Finance and Administration (DFA).

Item Summary:

Discussion on Adoption of Resolution 2026-101, a Resolution Adopting the FY 2027 (July 1, 2026 - June 30, 2027) Budget for All Funds to the Local Government Division of the New Mexico Department of Finance and Administration (DFA).

Financial Impact:

FY 2027 Budget includes \$52,872,105 in expenditures, effective 07/01/26. The following is a breakdown of expenditures by fund.

GENERAL FUND \$24,259,307

SPECIAL REVENUE FUNDS

Supplemental GRT (SGRT) \$372,180

Emergency Medical Services (EMS) \$100,000

Fire Protection \$100,000

Law Enforcement Protection (LEPF) \$40,000

Lodgers' Tax \$2,252,799

Streets \$2,736,500

Special Recreation \$82,265

Magistrate Court \$21,100

DWI Grant \$219,400

DEBT SERVICE FUNDS

Revenue Bonds \$80,200

NMFA Loans \$619,028

GO Bonds \$1,102,170

ENTERPRISE FUNDS

RJU \$7,255,361

Airport \$1,619,380
Affordable Housing Trust \$17,160
Affordable Housing Rental \$47,000
RWWTP \$5,164,330
Solid Waste \$5,463,135
Radio Station \$148,180

INTERNAL SERVICE FUND

Risk Management \$1,172,610

Item Discussion:

Each year, the Finance Department, along with the Village Manager, Human Resources Director, and Department Directors/Managers, prepare an annual operating budget for the upcoming fiscal year. DFA requires Council to pass a resolution to adopt the FY 2027 Budget and the approved budget with documentation is due to DFA by June 1, 2026.

The budget will define anticipated revenues as well as spending parameters for Fiscal Year 2027. Enclosed is the Budget Recap by Fund. In total revenues, expenditures, and net transfers did not change very much from Department Requested to Adopted versions of the budget. Capital outlay requests of \$3,670,338 are currently included in the budget. Two (2) new positions and three (3) reclassifications are included in the budget and a twenty-three percent (23%) increase in health insurance was included. General Fund Subsidies include the Municipal Gas Tax (Streets \$2,626,500), the Airport (\$556,380), and the Radio Station (\$143,180).

Staff reviewed the Department Requested Budget with Council on April 23rd and 24th.

Recommendations:

To Discuss Adoption of Resolution 2026-101, a Resolution Adopting the FY 2027 (July 1, 2026 - June 30, 2027) Budget for All Funds to the Local Government Division of the New Mexico Department of Finance and Administration (DFA).

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Anthony Montes, Community Center Manager

Meeting Date: May 5, 2026

Re: Discussion on Adoption of Resolution 2026-100, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2026-2027.

Item Summary:

Discussion on Adoption of Resolution 2026-100, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2026-2027.

Financial Impact:

None

Item Discussion:

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

Recommendations:

To Discuss Adoption of Resolution 2026-100, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for the Ruidoso Community Center for Fiscal Year 2026-2027.

ATTACHMENTS:

[ICIP 2028-2032 Resolution.pdf](#)
[Community Center Addition.pdf](#)
[Furniture Replacement.pdf](#)
[Interior Painting Project.pdf](#)
[Parking Lot Construction.pdf](#)
[Tile Renovation.pdf](#)

COUNTY OF _____

Resolution No. _____

A RESOLUTION
ADOPTING THE FY 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the _____ of _____ recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2027-2031 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. _____.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of _____, 2026

Lynn D. Crawford, Mayor

ATTEST:

Yvonne Vigil, Village Clerk

Community Center Addition

Project #: 31865 Status: Submitted Start Date: 7/1/2028 Entity: Ruidoso Community Center Entity Code: 26050

Project Overview

Project Title	Community Center Addition	Contact Name	Anthony Montes
Type	Local	Contact Email	AnthonyMontes@ruidoso-nm.gov
Category	Senior Citizens	Contact Phone	575-257-4565
Subcategory	Facility		
Start Date	7/1/2028		

Project Location

Address	501 Sudderth Drive
City	Ruidoso
Zip	88345



Legislative Language

to construct, furnish, and equip an addition for the Ruidoso Community Center for the Village of Ruidoso in Lincoln County NM

Scope of Work

Done to Date	Project has not started.
Needed to Complete	Construction is needed for the project.

Construct an addition to the existing building of approximately 12,000 square feet. The project will be completed in a single phase estimated to take 18 months. Purchases will include furnishings and equipment to include tables, chairs, office furniture, kitchen equipment, and other equipment to make the addition operational.

Responsibilities

Fiscal Agent	Village of Ruidoso Senior Center
Own	Village of Ruidoso
Own Asset	Village of Ruidoso
Own Land	Village of Ruidoso
Operate	Village of Ruidoso
Maintain	Village of Ruidoso

Additional Questions

Project class	Local
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How many years is the requested project expected to be in use before needing renovation/repair or replacement?	10-15 years
Estimated number of beneficiaries to be served by the project?	2000
Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?	Yes
Will the project target a specific group of beneficiaries?	Yes
If Yes, please explain which specific group(s) the project will target (brief explanation).	The target population is 250+ Senior Citizens that use the center daily for fitness classes, low-cost meals, medical and Veteran's assistance, free tax aid, games, and many other items to help them remain healthy and active in their older ages.
Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?	Yes
If yes, in what ways will the project improve sustainability?	The project will improve sustainability in operations with the fact that Senior Citizens can be offered more services with the project.
Which specific group(s) of beneficiaries will the project target?	["Seniors"]
If the project is completed successfully, describe the impacts it will have for community members and constituents.	Upon completion the project will provide more services for Senior Citizens to allow them to remain healthy and active.
Does the project benefit all citizens within a recognized region, district, or political subdivision?	Yes
Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).	The project will benefit all 250+ Senior Citizens that utilize the center while offering more sessions, classes, and assistance to them with more areas to serve the population.
Regionalism: Does the project directly benefit an entity other than itself?	No
Has the project had public input and buy-in?	Yes
Is the project necessary to address population or client growth, and will it provide services to that population or clientele?	Yes
Are there oversight mechanisms that ensure timely construction and completion on budget?	Yes
If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).	The Village of Ruidoso has capital projects procurement requirements through administrative, financial, and

	purchasing departments that monitor for timely management and completion of projects.
Other than temporary construction jobs, does the project maintain or advance the region's economy?	Yes
If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).	The project shall allow for more participants which could potentially provide more career opportunities for people in the community.
Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?	Yes
If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).	The project will eliminate a risk of fire hazard due to the overpopulated sessions that the center offers. Having more meeting space will alleviate this problem by providing more sessions within the center.

Budget

Activities: construction | Duration: 12 months

Category	Funded to Date	2028	2029	2030	2031	2032	Total Cost
Construction / Renovation	\$0.00	\$1,979,004.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,979,004.00
Equipment	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00
Totals	\$0.00	\$2,179,004.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,179,004.00

Secured Funding - State Capital Outlay

Appropriation ID	Amount Secured	Expiration	Obligated	Expended	AIPP	Reversion
	\$2,179,004.00	2029-06-30	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$2,179,004.00		\$0.00	\$0.00	\$0.00	\$0.00

Potential Funding Sources

Funding Source	Requested Amount	Applied For	Date Applied	Comments
ALTSD Grant	\$2,179,004.00	Yes	2024-04-05	Received funding but not obligated
Total	\$2,179,004.00			

Budget Summary

Total Project Budget	\$2,179,004.00
Total Secured Funding	\$2,179,004.00
Total Potential Funding	\$2,179,004.00
Still Needed	\$0.00

Furniture Replacement

Project #: 43483 Status: Submitted Start Date: 7/1/2032 Entity: Ruidoso Community Center Entity Code: 26050

Project Overview

Project Title	Furniture Replacement	Contact Name	Anthony Montes
Type	Local	Contact Email	AnthonyMontes@ruidoso-nm.gov
Category	Senior Citizens	Contact Phone	575-257-4565
Subcategory	Equipment		
Start Date	7/1/2032		

Project Location

Address	501 Sudderth Drive
City	Ruidoso
Zip	88345



Legislative Language

to replace existing furniture in the Ruidoso Community Center which is a multi-purpose Senior Center located in the Village of Ruidoso in Lincoln County New Mexico

Scope of Work

Done to Date	Existing furniture has been maintained to make it last for the last 15 years.
Needed to Complete	Funding is needed to complete the project.

The project is to replace all of the old furniture in the Ruidoso Community Center. The furniture is in disrepair and can be considered unsafe for Senior Citizens that utilize the center daily. Furniture that will be replaced are desks, tables, chairs, cabinets, couches, etc.

Responsibilities

Fiscal Agent	Village of Ruidoso Senior Center
Own	Village of Ruidoso
Own Asset	Village of Ruidoso
Own Land	Village of Ruidoso
Operate	Village of Ruidoso
Maintain	Village of Ruidoso

Additional Questions

Project class	Local
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How many years is the requested project expected to be in use before needing renovation/repair or replacement?	10-15 years
Estimated number of beneficiaries to be served by the project?	2000
Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?	Yes
Will the project target a specific group of beneficiaries?	Yes
If Yes, please explain which specific group(s) the project will target (brief explanation).	Senior Citizens who utilize the center daily will be the ones who directly benefit from the project.
Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?	No
Which specific group(s) of beneficiaries will the project target?	["Seniors"]
If the project is completed successfully, describe the impacts it will have for community members and constituents.	Senior Citizens will be able to continue using the Community Center which will them to remain active and healthy in their older lives.
Does the project benefit all citizens within a recognized region, district, or political subdivision?	Yes
Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).	The project will benefit the 250+ Senior Citizens that utilize the center daily for fitness classes, games, medical assistance, veterans' assistance, low-cost meals, tax assistance, etc. whereas the furniture is needed to host these people for their needed activities.
Regionalism: Does the project directly benefit an entity other than itself?	No
Has the project had public input and buy-in?	Yes
Is the project necessary to address population or client growth, and will it provide services to that population or clientele?	Yes
Are there oversight mechanisms that ensure timely construction and completion on budget?	Yes
If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).	The Village of Ruidoso has capital projects requirements through administrative, finance, and purchasing departments that monitor for timely and proper handling of all projects.
Other than temporary construction jobs, does the project maintain or advance the region's economy?	Yes
If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).	The project will allow the Ruidoso Community

Center to operate which creates more career opportunities while it sees expansion throughout each year.

Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?

Yes

If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).

The project will eliminate a potential safety risk due to failing furniture in the center which could cause falls.

Budget

Category	Funded to Date	2032	2033	2034	2035	2036	Total Cost
Equipment	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Totals	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00

Potential Funding Sources

Funding Source	Requested Amount	Applied For	Date Applied	Comments
ALTSD Grant	\$30,000.00	No		Plan for future funding applications
Total	\$30,000.00			

Budget Summary

Total Project Budget	\$30,000.00
Total Secured Funding	\$0.00
Total Potential Funding	\$30,000.00
Still Needed	\$30,000.00

Interior Painting Project

Project #: 39819 Status: Submitted Start Date: 7/1/2029 Entity: Ruidoso Community Center Entity Code: 26050

Project Overview

Project Title	Interior Painting Project	Contact Name	Anthony Montes
Type	Local	Contact Email	AnthonyMontes@ruidoso-nm.gov
Category	Senior Citizens	Contact Phone	575-257-4565
Subcategory	Facility		
Start Date	7/1/2029		

Project Location

Address	501 Sudderth Drive
City	Ruidoso
Zip	88345



Legislative Language

to renovate all the interior walls of the Ruidoso Community Center for the Village of Ruidoso in Lincoln County

Scope of Work

Done to Date	Project has not started.
Needed to Complete	Funding is needed to complete the project.

Paint the entire interior of the Ruidoso Community Center which is 12,000 square feet. The project shall include the renovation of any walls and trim where problems may exist. The project will be completed in one phase and will require no more than 3 months to complete.

Responsibilities

Fiscal Agent	Village of Ruidoso Senior Center
Own	Village of Ruidoso
Own Asset	Village of Ruidoso
Own Land	Village of Ruidoso
Operate	Village of Ruidoso
Maintain	Village of Ruidoso

Additional Questions

Project class	Local
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How many years is the requested project expected to be in use before needing renovation/repair or replacement?	10-15 years
Estimated number of beneficiaries to be served by the project?	2000
Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?	Yes
Will the project target a specific group of beneficiaries?	Yes
If Yes, please explain which specific group(s) the project will target (brief explanation).	The beneficiaries shall include all Senior Citizens who utilize the center daily.
Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?	Yes
If yes, in what ways will the project improve sustainability?	The project shall alleviate the problems of mold in the center which will be inviting to more Senior Citizens in the community.
Which specific group(s) of beneficiaries will the project target?	["Seniors"]
If the project is completed successfully, describe the impacts it will have for community members and constituents.	Upon completion the project will alleviate mold which will allow Senior Citizens who use the center to remain healthy and active in their older lives.
Does the project benefit all citizens within a recognized region, district, or political subdivision?	Yes
Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).	The benefit of the project will allow the center to stay open whereas the 250+ Senior Citizens can continue to use the center for fitness classes, low-cost meals, games, medical and Veteran's assistance, etc.
Regionalism: Does the project directly benefit an entity other than itself?	No
Has the project had public input and buy-in?	Yes
Is the project necessary to address population or client growth, and will it provide services to that population or clientele?	Yes
Are there oversight mechanisms that ensure timely construction and completion on budget?	Yes
If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).	The Village of Ruidoso has capital projects procurement requirements through administrative, financial, and purchasing departments that monitor for timely management and completion of projects.

Other than temporary construction jobs, does the project maintain or advance the region's economy?	Yes
If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).	The project shall allow for more participants which could potentially provide more career opportunities for people in the community.
Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?	Yes
If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).	The project will eliminate a safety risk that is present due to mold and breathing issues a Senior Citizen may have or acquire.

Budget

Category	Funded to Date	2029	2030	2031	2032	2033	Total Cost
Construction / Renovation	\$0.00	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$42,000.00
Totals	\$0.00	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$42,000.00

Potential Funding Sources

Funding Source	Requested Amount	Applied For	Date Applied	Comments
ALTSD Grant	\$42,000.00	Yes	2024-03-26	Applied for but not yet received.
Total	\$42,000.00			

Budget Summary

Total Project Budget	\$42,000.00
Total Secured Funding	\$0.00
Total Potential Funding	\$42,000.00
Still Needed	\$42,000.00

Parking Lot Construction

Project #: 42328 Status: Submitted Start Date: 7/1/2030 Entity: Ruidoso Community Center Entity Code: 26050

Project Overview

Project Title	Parking Lot Construction	Contact Name	Anthony Montes
Type	Local	Contact Email	AnthonyMontes@ruidoso-nm.gov
Category	Senior Citizens	Contact Phone	575-257-4565
Subcategory	Parking Lot		
Start Date	7/1/2030		

Project Location

Address	501 Sudderth Drive
City	Ruidoso
Zip	88345



Legislative Language

to plan, design, and construct a new parking area for the Ruidoso Community Center to enhance accessibility and safety for Senior Citizens in Ruidoso in Lincoln County New Mexico

Scope of Work

Done to Date	The project has not been funded or started as of this date
Needed to Complete	Funding is needed to improve the existing parking lot

To plan, design, and construct a new parking area for the Ruidoso Community Center which may include environmental studies. The existing parking lot is in dire need of replacement along with the addition of parking areas to meet the needs of Senior Citizens that use the center on a daily basis. The parking lot is over 40 years old and has been maintained to the fullest ability over the years. The parking lot is a hazard to Senior Citizens because of potholes and areas that are not level which is a potential for trips and falls. There is not enough parking in the area for Senior Citizens that use the building on a daily basis therefore hindering their ability to get the access to the facilities they need to remain active in their older ages. The replacement and addition to the parking areas for the Community Center shall ensure that Senior Citizens are able to benefit from the many free programs that are offered to keep them active and healthy

Responsibilities

Fiscal Agent	Village of Ruidoso Senior Center
Own	Village of Ruidoso
Own Asset	Village of Ruidoso
Own Land	Village of Ruidoso
Operate	Village of Ruidoso
Maintain	Village of Ruidoso

Additional Questions

Project class	Local
How many years is the requested project expected to be in use before needing renovation/repair or replacement?	10-15 years
Estimated number of beneficiaries to be served by the project?	2000
Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?	Yes
Will the project target a specific group of beneficiaries?	Yes
If Yes, please explain which specific group(s) the project will target (brief explanation).	The project shall target Senior Citizens that either live in the area whether part time or full time. This will also benefit Senior Citizens who visit the area year round.
Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?	Yes
If yes, in what ways will the project improve sustainability?	The project will improve sustainability in the fact that Senior Citizens can continue to attend the center for its free fitness classes, games, low-cost meals, Veteran's and healthcare services.
Which specific group(s) of beneficiaries will the project target?	["Seniors"]
If the project is completed successfully, describe the impacts it will have for community members and constituents.	The project will allow a facility for all Senior Citizens in the area to continue to provide services to keep them healthy and active in their older ages.
Does the project benefit all citizens within a recognized region, district, or political subdivision?	Yes
Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).	This project will benefit over 200+ people per day while providing the needed services that are continuously utilized.
Regionalism: Does the project directly benefit an entity other than itself?	No
Has the project had public input and buy-in?	Yes
Is the project necessary to address population or client growth, and will it provide services to that population or clientele?	Yes
Are there oversight mechanisms that ensure timely construction and completion on budget?	Yes
If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).	The Village of Ruidoso has capital projects procurement requirements through administrative,

	financial, and purchasing departments that monitor for timely management and completion of projects.
Other than temporary construction jobs, does the project maintain or advance the region's economy?	Yes
If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).	The project shall allow for more participants which could potentially provide more career opportunities for people in the community.
Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?	Yes
If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).	The project will alleviate the risk of Seniors falling in the parking lot due to potholes and uneven spots. This will also alleviate the hazard of Senior Citizens having to park on the street to access the center.

Budget

Category	Funded to Date	2030	2031	2032	2033	2034	Total Cost
Construction / Renovation	\$0.00	\$0.00	\$0.00	\$2,358,488.00	\$0.00	\$0.00	\$2,358,488.00
Totals	\$0.00	\$0.00	\$0.00	\$2,358,488.00	\$0.00	\$0.00	\$2,358,488.00

Potential Funding Sources

Funding Source	Requested Amount	Applied For	Date Applied	Comments
ALTSD Grant	\$2,358,488.00	Yes	2025-03-24	Applied for but not funded
Total	\$2,358,488.00			

Budget Summary

Total Project Budget	\$2,358,488.00
Total Secured Funding	\$0.00
Total Potential Funding	\$2,358,488.00
Still Needed	\$2,358,488.00

Tile Renovation

Project #: 41428 Status: Submitted Start Date: 7/1/2031 Entity: Ruidoso Community Center Entity Code: 26050

Project Overview

Project Title	Tile Renovation	Contact Name	Anthony Montes
Type	Local	Contact Email	AnthonyMontes@ruidoso-nm.gov
Category	Senior Citizens	Contact Phone	575-257-4565
Subcategory	Facility		
Start Date	7/1/2031		

Project Location

Address	501 Sudderth Drive
City	Ruidoso
Zip	88345



Legislative Language

to plan, construct, and renovate the tile in the west and north side rooms in the Ruidoso Community Center for the village of Ruidoso located in Lincoln County NM

Scope of Work

Done to Date	The project has not been started.
Needed to Complete	Funding is needed to start the project.

Plan, design, and renovate the existing deteriorated and old tile in the west and north side area of the Ruidoso Community Center. The project will be completed in one phase, and the renovation should take five months to finalize.

Responsibilities

Fiscal Agent	Village of Ruidoso Senior Center
Own	Village of Ruidoso
Own Asset	Village of Ruidoso
Own Land	Village of Ruidoso
Operate	Village of Ruidoso
Maintain	Village of Ruidoso

Additional Questions

Project class	Local
---------------	-------

How many years is the requested project expected to be in use before needing renovation/repair or replacement?	10-15 years
Estimated number of beneficiaries to be served by the project?	2000
Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?	Yes
Will the project target a specific group of beneficiaries?	Yes
If Yes, please explain which specific group(s) the project will target (brief explanation).	This project will target full-time and part-time Senior Citizens in the area.
Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?	Yes
If yes, in what ways will the project improve sustainability?	The project will allow Senior Citizens to continue coming to the center to attend fitness classes, low-cost meals, games, Veteran's and medical assistance programs, etc.
Which specific group(s) of beneficiaries will the project target?	["Seniors"]
If the project is completed successfully, describe the impacts it will have for community members and constituents.	The project will allow for a safer environment for Senior Citizens to utilize the center's services.
Does the project benefit all citizens within a recognized region, district, or political subdivision?	Yes
Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).	The project will benefit all local, part-time, and visiting Senior Citizens in the local community. The average number of people that attend the center is 250 per day so this project will continue to benefit those in need of services.
Regionalism: Does the project directly benefit an entity other than itself?	No
Has the project had public input and buy-in?	Yes
Is the project necessary to address population or client growth, and will it provide services to that population or clientele?	Yes
Are there oversight mechanisms that ensure timely construction and completion on budget?	Yes
If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).	The Village of Ruidoso has capital projects procurement requirements through administrative, financial, and purchasing departments that monitor for timely management and

	completion of projects.
Other than temporary construction jobs, does the project maintain or advance the region's economy?	Yes
If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).	The project shall allow for more participants which could potentially provide more career opportunities for people in the community.
Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?	Yes
If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).	The project will alleviate the slip, trips, and falls hazard that exists with the old tile.

Budget

Category	Funded to Date	2031	2032	2033	2034	2035	Total Cost
Construction / Renovation	\$0.00	\$70,041.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,041.00
Totals	\$0.00	\$70,041.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,041.00

Potential Funding Sources

Funding Source	Requested Amount	Applied For	Date Applied	Comments
ALTSD Grant	\$70,041.00	Yes	2026-02-03	Applied for but not yet funded.
Total	\$70,041.00			

Budget Summary

Total Project Budget	\$70,041.00
Total Secured Funding	\$0.00
Total Potential Funding	\$70,041.00
Still Needed	\$70,041.00

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Terry Yarborough, Water Production Manager
Levi Beaty, Public Works Director

Meeting Date: May 5, 2026

Re: Discussion on Task Order RFP #2026-002P-PH-01 with Parkhill for Sierra Cinema PRV Replacement in the Amount of \$82,199.00 Including NMGRT.

Item Summary:

Discussion on Task Order RFP #2026-002P-PH-01 with Parkhill for Sierra Cinema PRV Replacement in the Amount of \$82,199.00 Including NMGRT.

Financial Impact:

The Project is currently budgeted in the SGRT Special Revenue Fund's Capital Outlay - Water System Projects line item (202-211-53030 SG26017).

Item Discussion:

The Task is to Design, Assist in Bidding, and Construction Management of new Sierra Cinema PRV replacement

Recommendations:

To Discuss Task Order RFP #2026-002P-PH-01 with Parkhill for Sierra Cinema PRV Replacement in the Amount of \$82,199.00 Including NMGRT.

ATTACHMENTS:

[Parkhill Task Order.pdf](#)

[Parkhill - On-Call Professional Engineering Services for Water and Sewer System Improvements RFP #2026-002P.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
PARKHILL, SMITH & COOPER, dba PARKHILL
FY2026**

1. **Task Order Number:** RFP #2026-002P-PH-01
2. **Title:** Sierra Cinema PRV Replacement
3. **Project Number:** 47839.26
4. **Location:** Ruidoso, New Mexico
5. **Scope of Services Required:** Design, Bidding, and Construction Management of new PRV replacement – See Attached Proposal
6. **Village Contact:** Terry Yarborough
7. **Firm Contact:** Kimberly LaBree, Project Manager
8. **Estimated Performance Time:** 1 year
9. **Estimated Cost:** \$82,199 Including NMGR
10. **Attachments:** Proposal
11. **The parties hereto executed the original Task Order on:** May 12, 2026

Village of Ruidoso

Signature Authority Ex: Lynn D. Crawford, Mayor

Date: _____

Parkhill



Name: Kole Glover, P.E.

Date: April 10, 2026

ATTEST:

Yvonne Vigil, Village Clerk

Terry Yarborough, Water Production
Village of Ruidoso
313 Cree Meadows Dr, Ruidoso, NM 88345

RE: Proposal for Professional Services
Village of Ruidoso PRV Replacement
313 Cree Meadows Dr
Ruidoso, NM 88345

Dear Mr. Yarborough:

Parkhill is pleased to have the opportunity to provide this proposal for Civil Engineering services to the Village of Ruidoso for the referenced Project.

PROJECT DESCRIPTION

- Project Site: Sierra Cinema PRV location
- Project Objective: Design and Install new PRV to replace existing valve
- Project Elements: Decommission/dispose of existing PRV, install new PRV in place
- Project Budget: \$82,199

BASIC PROFESSIONAL SERVICES - SCOPE OF SERVICES

A/E shall provide the Basic Professional Services detailed in Exhibit A – Scope of Work during the development of the PROJECT. The Scope of Work is to include: Project Administration, 95% Design, Final Design, Bid Phase services, and Construction Administration.

DELIVERABLES

- 95% Drawings, Technical and Front-end documents, and Cost Opinion
- Final Drawings, Technical and Front-end documents, and Cost Opinion

SCHEDULE

A tentative schedule for submitting our work is detailed in Exhibit B – Project Schedule

Changes to the referenced schedule may become necessary due to change in scope or other circumstances beyond A/E's control.

COMPENSATION

Our fee for Scope of Services described herein will be based on a lump sum amount of \$75,978 and billed on a percentage complete method. New Mexico Gross Receipts Tax is estimated at \$6,221 (@8.1875%), for a Total Fee of \$82,199. Invoices will reflect the prevailing NMGRT rate at the time of invoicing.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs and include but are not limited to travel, postage/shipping, reproductions/copies, color plots/prints, and reproduction of Contract Documents. We estimate these expenses to be approximately \$1,167.

Notwithstanding anything to the contrary in the Professional Services Agreement, including any provision requiring a warranty or guarantee of services (section 30. Commercial Warranty of Professional Services Agreement for RFP#2026-002P dated November 11, 2025), PARKHILL shall perform its services in accordance with the standard of care ordinarily exercised by similarly situated professionals under similar circumstances. PARKHILL shall perform the Services in connection with the Project as set forth in this Task Order. The

Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license and (ii) as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect, as the case may be.

Notwithstanding any requirements in the Professional Services Agreement, PARKHILL's obligation to provide insurance (section 39. Insurance of Professional Services Agreement for RFP#2026-002P dated November 11, 2025), including additional insured status, shall be limited to coverage that is commercially available and obtainable on reasonable terms.

If this proposal meets your expectations, you may indicate your acceptance by returning a signed copy of the enclosed Village of Ruidoso Task Order Form. We will not proceed until the Task Order Form has been executed by both parties.

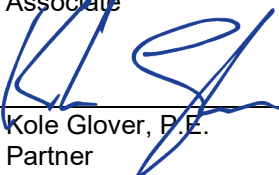
We appreciate the opportunity to provide you with professional services and look forward to successful completion of your Project. For questions, please contact me directly at klabree@parkhill.com or 915.533.6811.

Sincerely,

PARKHILL

By 

Kimberly LaBree, P.E.
Associate

By 

Kole Glover, P.E.
Partner

KL/et
Encl

Exhibit A SCOPE OF SERVICES

VILLAGE OF RUIDOSO PRV REPLACEMENT

TASK DESCRIPTION

Parkhill has been asked to replace a key Pressure Reducing Valve as part of our Contract with Ruidoso for On-Call Engineering Services. The valve in question is located in the parking lot of the Sierra Cinema underneath the nearest parking spot to the building and the adjacent property boundary. There is little in terms of records for the valve and the attached waterline. The valve is aging, at a poor depth and location for operation and maintenance, and easements in the area are unknown. Parkhill will design a new configuration with a new valve to allow for effective operation, assist with the bidding process, and ensure installation is as designed.

Parkhill will be responsible for all design work pertaining to this project. We will also provide bid phase services and construction administration. **This scope does not include obtaining necessary easements, coordinating survey, SUE, or potholing to locate existing line.** Any available as-builts and/or record drawings are to be provided by the Village of Ruidoso. The following are the tasks Parkhill will perform for the project:

Task	
100	Project Administration
200	95% Design
300	Final Design
400	Bid Phase
500	Construction Administration

100.00 PROJECT ADMINISTRATION

- 100.01 Establish Project Management System
 - A. Work breakdown, Structure, Scope, Sub-consultants
 - B. Project Work Plan
 - C. Project Budget & Schedule
 - D. Set-up Project Files
- 100.02 Ongoing Project Management and Administration
 - A. Schedule & Budget Review/Update
 - B. Monthly progress reports. Progress report shall include a spreadsheet showing estimated percent completion of each task, the percent of the contract for which compensation is requested, and the percent time elapsed. The progress report will be in simplified format, generally limited to one or two pages, and will include:
 - 1) Overview of Project Activity
 - 2) Updated Progress Schedule showing planned progress vs. actual progress
 - 3) Next Month Activity Highlights as needed
 - 4) Issues/Coordination items
- 100.03 Project Management, Coordination, Meetings
 - A. Project Management & Internal Coordination, Internal Project Meetings

200.00 95% DESIGN

This phase of design will consist of creating 95% plans and specifications.

- 200.01 Conduct Kick-off meeting to initiate 95% design
- 200.02 Obtain As-builts and/or Record Drawings

- 200.03 Investigate existing conditions, including line location and easements
- 200.04 Prepare 95% Drawings
- 200.05 Prepare 95% Specifications
- 200.06 Prepare 95% Cost Opinion
- 200.07 Internal QA/QC Review
- 200.08 Make revisions, assemble, and submit review sets
 - A. One physical set of plans and specifications to the Village of Ruidoso
 - B. One electronic set of plans and specifications to the Village of Ruidoso
- 200.09 95% Review Meeting with the Village of Ruidoso, including preparing and distributing meeting minutes

300.00 FINAL DESIGN

This phase of design will consist of incorporating and/or addressing 95% review comments, completing the sealed plans and specifications and completing a final cost opinion.

- 300.01 Review and incorporate 95% comments
- 300.02 Conduct final in-house QA/QC and constructability review
- 300.03 Make revisions, assemble, and submit one physical and one electronic set of plans and specifications, with liquidated damages rate justification, final Cost Opinion, and an updated bid schedule, to the Village of Ruidoso

400.00 BID PHASE

This phase will consist of advertising bids, contacting prospective bidders, generating interest, reviewing/updating cost opinion, and assessing current bidding environment and potential impacts to the project.

- 400.01 Prepare bid package and advertisement/Bidding process
- 400.02 Prepare and conduct the Pre-bid Meeting
- 400.03 Prepare Addenda as needed
- 400.04 Provide technical clarifications/respond to questions
- 400.05 Review & update Cost Opinion
- 400.06 Evaluate apparent low bidder – references, qualifications, prepare evaluation matrix
- 400.07 Award Project

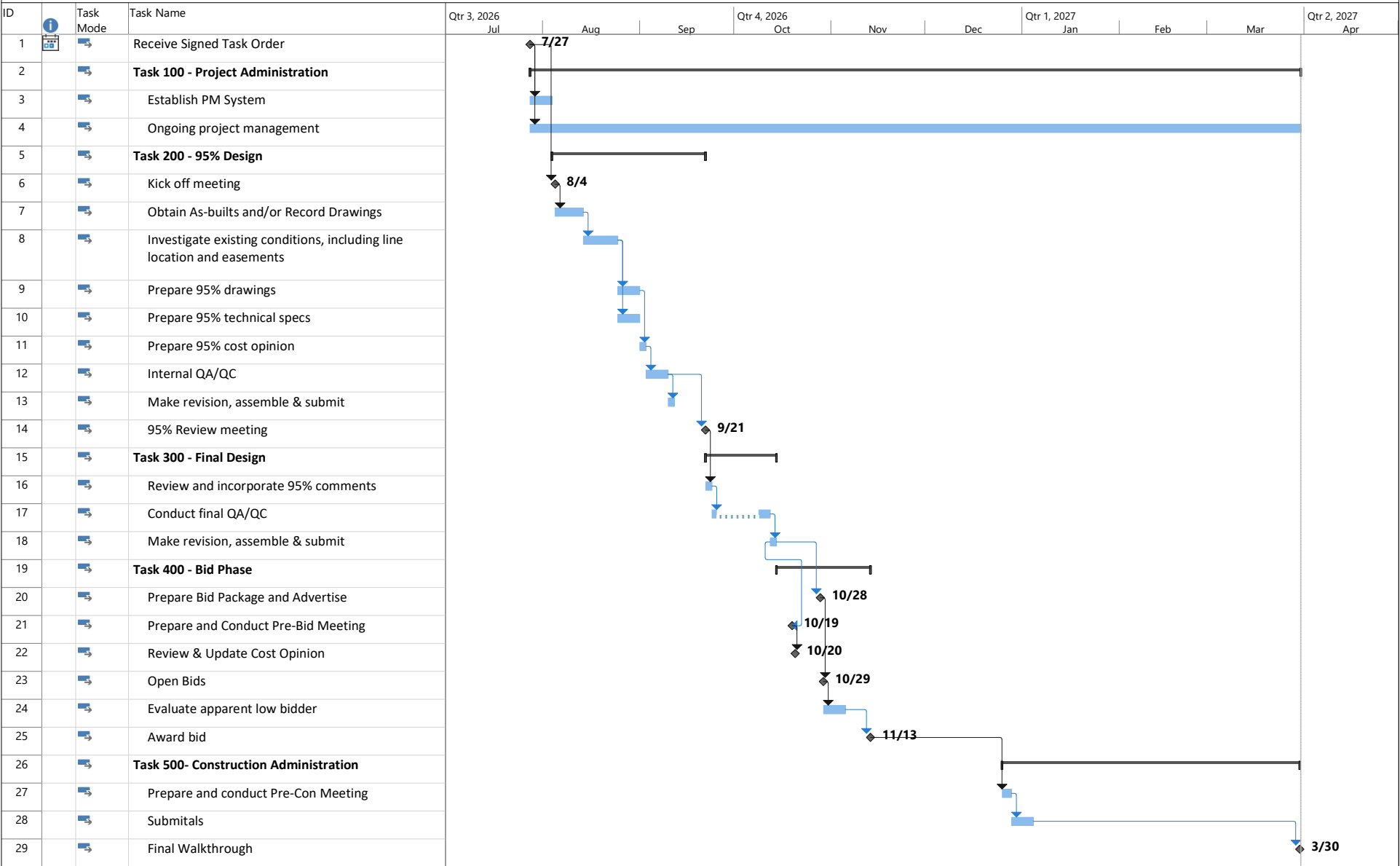
500.00 CONSTRUCTION ADMINISTRATION

This phase will consist of overseeing construction work, conducting progress meetings, and reviewing submittals

- 500.01 Prepare and conduct Pre-Construction Meeting, including preparing and distributing Agenda and Meeting Minutes
- 500.02 Construction coordination
- 500.03 Review construction submittals
- 500.04 Address Change Orders
- 500.05 Prepare and attend Construction Meetings, including preparing and distributing Agenda and Meeting Minutes
- 500.06 Issue Certificate of Substantial Completion
- 500.07 Conduct Final Walkthrough
- 500.08 Issue Certificate of Final Completion
- 500.09 Prepare Record Drawings (EOR)

*RPR Services not included in Construction Administration

EXHIBIT B - PROJECT SCHEDULE
RUIDOSO WATER AND SEWER ON-CALL
CINEMA PRV REPLACEMENT



APRIL 2026	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: April 10, 2026

Prepared By: Ezra Taylor
Principal: Mike Ramirez
Project Manager: Kim LaBree

Project Name: Ruidoso PRV Replacement
Project Number: 47839.26
Task/Discipline: Design
Projected Start Date: July 27, 2026

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$74,811

Direct Consultants: _____

Direct Expenses: _____

Reimbursable Consultants: _____

Reimbursable Expenses: \$1,014

Total Fee: **\$75,978**

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$74,811

Directs: _____

Subtotal: \$74,811

Reimbursables: \$1,167

Total Fee: **\$75,978**

Labor Costs			Project:		Ruidoso PRV Replacement		Project Number:		47839.26		Task/Discipline: Design		Current Fee:		\$75,978					
Category Staff Title - Level Hourly/Billing Rate Resource (Employee) Name (Blank if not known)			1		2		3		4		5		6		7		8			
			CivilEngineers		CivilEngineers		CivilEngineers		OtherProfessionals		SupportEmployees		OtherProfessionals							
			Senior Practice Leader Civil-PL7		Professional Civil Engineer-PL5		Civil Engineer-PL2		Technologist-PL4		Support Staff-SS6		Other Professional-PL4							
			\$356.00		\$294.00		\$173.00		\$172.00		\$143.00		\$143.00							
			MR		KL		ET		EP		EV		VG							
Task/Discipline		Subtask/Phase	Trips	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Total
Task 100 - Project Administration																				
Establish PM System						8														8
Ongoing Project Management						10														10
Project Management, Coordination, Meetings						5		3												8
Task 200 - 95% Design			1																	
Kickoff Meeting						5		5												10
Obtain As-builts								2												2
Investigate existing conditions						8		16												24
Prepare 95% Drawings						4		16		16										36
Prepare 95% Specifications						4		12				8								24
Prepare 95% Cost Opinion						1		6												7
Internal QA/QC				4																4
Make revisions and submit						1		8		8		4								21
95% Review Meeting				1				5		5										10
Task 300 - Final Design																				
Review and incorporate 95% comments					2		8		4		4								18	
Final QA/QC			4																4	
Make revisions and submit final design						1		4		2		2								9
Task 400 - Bid Phase																				
Prepare bid package and Advertise						2		8				10								20
Pre-bid Meeting						6		8												14
Prepare Addenda						1		4												5
Technical clarifications/questions						4		4												8
Update Cost Opinion								3												3
Evaluate low bidder						1		3												4
Award						1		1												2
Task 500 - Construction Administration				1																
Pre-Construction Meeting			1		5		5												10	
Construction Coordination			2		16		20												36	
Submittal review					8		8												16	
Change Orders					2		2												4	
Construction Meetings					6		6												12	
Certificate of Substantial Completion					1		1												2	
Final Walkthrough			1		5		5												10	
Certificate of Final Completion					1		2												3	
Prepare Record Drawings									6										6	
Labor Subtotals		Hours	Trip Count	6	8	113	165	36	18	10								350		
		Salary			\$2,848	\$33,222	\$28,545	\$6,192	\$2,574	\$1,430								\$74,811		

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	Miles @	\$0.545 @	6 Trips	=		
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @		Sets =		
36" x 24"	Shts @	\$2.75 /Sht @		Sets =		
42" x 30	Shts @	\$3.25 /Sht @		Sets =		
Other	sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @		Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @		Sets =		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos		Shots @	/Shot			
624 Telephone	Calls @	/Call				
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	Mailings @	/Mailing	(Standard)			
628 Postage	Mailings @	/Mailing	(Overnight)			
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

Reimbursable Expenses Project: **Ruidoso PRV Replacement** Project No: 47839.3 Task: Design Current Fee:
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs							Amount
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant (Geotech, CMT, TAB, etc.)							
516 Surveying Consultant							
517 Interior Design Consultant							
518 Other Consultant - Kitchen / Food Consultant							
518 Other Consultant - Acoustical Consultant							
518 Other Consultant - AV/ IT Consultant							
518 Other Consultant							
Total Reimbursable Consultants							
Reimbursable Expenses							
521 Travel							
Motel	Days @		Men @	/Man-day	=		
Air Travel	Air Fare @		Men @	/Man	=		
Parking	Days @		/Day		=		
Car Rental	Days @		/Day		=		
Mileage	274 Miles @	\$0.545	@	6 Trips	=	\$895.98	
Subtotal							\$896
522 Reproductions							
Blackline / Color Plots							
34" x 22"	5	Shts @	\$2.50 /Sht @	3 Sets =		\$37.50	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =			
42" x 30		Shts @	\$3.25 /Sht @	Sets =			
Other		sf @	\$0.55 /sf @	Sets =			
Mounting Foam Board		Boards @	\$10.00 /ea @				
Printing:							
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	300	Originals @	\$0.09 /Sht @	3 Sets =		\$81.00	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =			
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =			
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =			
Binding Cost		Sets @	\$2.00 /Set	=			
Laminating		Shts @	\$2.00 /Sht	=			
Scan to file							
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=			
Scan Specs		Originals @	\$0.15 /Sht	=			
Scan Drawings		Originals @	\$1.50 /Sht	=			
Subtotal							\$119
523 Models/Renderings/Photos		Shots @	/Shot				
524 Telephone	Calls @	/Call					
525 Meals	Days @	Men @	/Man-day				
526 Field Supplies							
528 Postage	Mailings @	/Mailing	(Standard)				
528 Postage	Mailings @	/Mailing	(Overnight)				
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies							
Total Reimbrusable Expenses							\$1,014

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Park Hill, 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

Parkhill
Kole Glover, PE
ATTN: Partner-in-Charge
Street: 333 Rio Rancho Boulevard NE, Suite 400
City, State, Zip: Rio Rancho, New Mexico 87124
Phone: 806-670-4705
Email: KGlover@Parkhill.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#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements** 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 November 10, 2025 through November 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:

Kole Glover, PE, Partner-in-Charge

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.

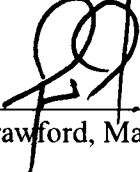
40. Arbitration.

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

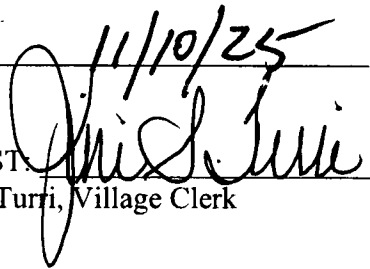
IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

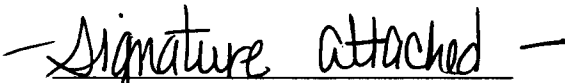


Lynn D. Crawford, Mayor


Date: 11/10/25


ATTEST:
Jini S. Turri, Village Clerk

Parkhill



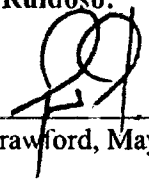
Kole Glover, PE, Partner-in-Charge

Date: _____

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

SIGNATURES:

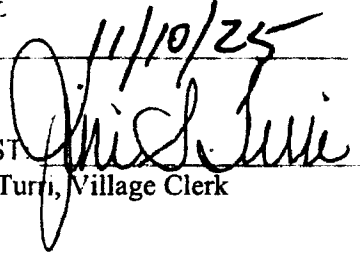
Village of Ruidoso:



Lynn D. Crawford, Mayor

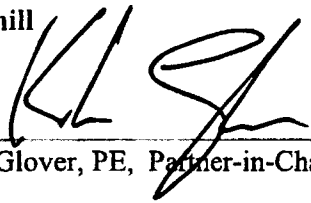
Date: 11/10/25

ATTEST



Jini S. Turri, Village Clerk

Parkhill



Kole Glover, PE, Partner-in-Charge

Date: 11/14/2025

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects

- ☒ Programming Phase
- ☒ Schematic Phase
- ☒ Design Development Phase
- ☒ Construction Documents Phase
- ☒ Bidding & Negotiations Phase
- ☒ Construction Administration Phase
- ☒ Post-Construction Phase

Engineers

- ☒ Study and Report Phase
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding & Negotiations Phase
- ☒ Construction Phase
- ☒ Operational Phase

Surveyors

- ☒ Property Boundary survey
- ☒ Topographic Survey
- ☒ Easement Survey
- ☒ Right-of-Way Survey
- ☒ Inspection Report

Planning Studies

- ☐ Comprehensive Plan
- ☐ Strategic (i.e. issue specific)
- ☒ Mapping and/or Zoning
- ☒ Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation

- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: May 5, 2026

Re:

Discussion on Task Order #2026-002P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Hollywood Well Improvements in the Amount of \$77,071.69 Including NMGR.

Item Summary:

Discussion on Task Order #2026-002P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Hollywood Well Improvements in the Amount of \$77,071.69 Including NMGR.

Financial Impact:

The Project is currently budgeted in the SGRT Special Revenue Fund's Capital Outlay - Water System Project's line item (202-211-53030 SG26006) in the amount of \$803,787, of which \$733,108.11 is available.

Item Discussion:

Souder, Miller & Associates (SMA) will provide Design and Construction Observation Services to the Village of Ruidoso (Owner) for a flushing pond, well pump, flush line, and permitting for the new Hollywood Well designed by others.

Recommendations:

To Approve Task Order #2026-002P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Hollywood Well Improvements in the Amount of \$77,071.69 Including NMGR.

ATTACHMENTS:

[RFP #2026-002P-02 HWI.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Souder, Miller, & Associates
FY2025**

1. **Task Order Number:** RFP #2026-002P-02
2. **Title:** Hollywood Well Improvements
3. **Project Number:** 6335102
4. **Location:** Ruidoso
5. **Scope of Services Required:** See attached proposal.
6. **Village Contact:** Levi Beaty
Firm Contact: Marty Howell
7. **Estimated Performance Time:** 7 months
8. **Estimated Cost:** \$77,071.69 including NMGRT
9. **Attachments:** Proposal
10. **The parties hereto executed the original Task Order on:** _____

Village of Ruidoso

Souder, Miller, & Associates

Lynn D. Crawford, Mayor

Marty Howell, President

Date: _____

Date: _____

ATTEST:

Yvonne Vigil, Village Clerk

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Services to the Village of Ruidoso (Owner) for a flushing pond, well pump, flush line, and permitting for the new Hollywood Well designed by others. SMA proposes to complete the following scope of work.



Project Management

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

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

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of seven (7) months.

Preliminary Design Phase Services

4. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
5. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
6. **Design Well Pond:** SMA will prepare a grading and drainage plan for the well site, which will account for on-site and off-site drainage.
7. **Design Well Pump:** SMA will prepare a pre-final design of a well pump. Based on the well design completed by others, SMA will calculate a system curve and develop performance criteria. SMA will

Exhibit A

Preliminary Design and Final Design Services

Scope of Services

subconsult with an electrical engineer to design the electrical power to the pump system and to design a performance based specification for the pump controls, which will be designed to operate with the existing SCADA.

8. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) and valves incorporating the data from the as-built research, the utility coordination and the property and easement research. SMA will sub consult with an electrical engineer to provide power and connect the new valves to the existing SCADA.
9. **Design of Waterline Profile:** SMA will prepare the pre-final design of the profile for the waterline(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
10. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, and Standard Details.
11. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
12. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.
13. **New Mexico Environment Department (NMED) – Drinking Water Bureau (DWB) Application Supporting Documentation** – SMA will prepare the following documents in support of the NMED-DWB Application for Construction or Modification of Public Water Supply System:
 - a. Disinfection plan, including sampling details that meet American Water Works Association (AWWA) standards.
 - b. Notice of Project Completion: Upon approval of the Application for Construction or Modification of Public Water Supply System by NMED DWB and completion of the well and associated analytical samples (completed by the well drilling contractor), SMA will prepare and submit a Notice of Project Completion to complete the well permitting process.

SMA intends to address the comments from the Owner and the Agency at the same time.

14. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

15. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agency.
16. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
17. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
18. **Production:** SMA will produce a final plan set. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver one digital pdf copy** to the Owner after production.

Closeout Services

19. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction, and coordinate completion of the closeout documents required by the NMED listed below:
 - a. Certification of Substantial Completion
 - b. Engineer & Community Acceptance
 - c. Record Drawings & O&M Manuals Acceptance
 - d. Consent of Surety to Final Payment
 - e. Affidavit of Payment and Release of Liens
 - f. Affidavit of Disinfection
 - g. Labor Standards Certification

Construction Observation Services

20. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on completing one (1) inspections that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. SMA is unable to observe errors or deficiencies while SMA personnel are not on site. The fee for Construction Observation Services is based on 5.5 hours on-site per day, 4 hours of travel each day, 0.5 hours for report preparation, a daily per diem of \$60, and a daily mileage reimbursement of 230 miles at \$0.70/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

Exhibit A
Preliminary Design and Final Design Services
Scope of Services
21.

Schedule

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

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	21 days from contract execution
Preliminary Design Phase Services	120 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agency and Owner comments
Construction Phase Services	30 days from the construction Notice to Proceed
Closeout Phase Services	30 days from the final completion

Compensation

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

Tasks	Subtotal	NMGR	Total
Field Survey and Mapping	\$8,016.00	\$656.31	\$8,672.31
Preliminary Design	\$41,306.00	\$3,381.93	\$44,687.93
Final Design	\$13,101.00	\$1,072.64	\$14,173.64
Closeout	\$4,965.00	\$406.51	\$5,371.51
Construction Observation	\$3,851.00	\$315.30	\$4,166.30
TOTALS	\$71,239.00	\$5,832.69	\$77,071.69

Assumptions

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

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that there will not be any environmental clearance required for this project. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
5. SMA assumes the Owner will secure a Site Certificate from their attorney if required by the funding agency to confirm property ownership for the property.
6. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
7. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
8. SMA did not include Bid or Construction in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: VOR Hollywood Well
Project Number: 6335102
Owner: Village of Ruidoso
Date of Submittal: April 29, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$8,016.00	\$656.31	\$8,672.31
Preliminary Design	\$41,306.00	\$3,381.93	\$44,687.93
Final Design	\$13,101.00	\$1,072.64	\$14,173.64
Closeout	\$4,965.00	\$406.51	\$5,371.51
Construction Observation	\$3,851.00	\$315.30	\$4,166.30
TOTALS	\$71,239.00	\$5,832.69	\$77,071.69

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

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

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Hollywood Well
Project Number: 6335102
Owner: Village of Ruidoso
Date of Submittal: April 29, 2026
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Project Eng./Sci./ Surv II	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech III	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 265	\$ 175	\$ 125	\$ 125	\$ 140	\$ 110	\$ 110	\$ 30	\$ 1	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days	\$	\$	\$
Task															
Field Survey and Mapping															
Survey Plan / Instructions		2											\$ 350	\$ -	\$ 350
Survey Research:															
Right of Way / Easements		2											\$ 350	\$ -	\$ 350
Perform Field Research		2	3										\$ 725	\$ -	\$ 725
Perform Field Survey				10		10		10	230	150			\$ 2,961	\$ -	\$ 2,961
Download Data / tins & contours				5									\$ 625	\$ -	\$ 625
Prepare Mapping				10									\$ 1,250	\$ -	\$ 1,250
Survey Control		3											\$ 525	\$ -	\$ 525
Verify Accuracy of Survey	2	4											\$ 1,230	\$ -	\$ 1,230
Subtotal Hours:	2	13	3	25		10		10	230	150			\$ 3,005	\$ -	\$ 8,016
Subtotal Cost:	\$ 530	\$ 2,275	\$ 375	\$ 3,125	\$ -	\$ 1,100	\$ -	\$ 300	\$ 161	\$ 150	\$ -	\$ -	\$ 8,016		

Job Description	Principal	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)		Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 185	\$ 155	\$ 145	\$ 150	\$ 100	\$ 30	\$ 1	\$ 1	\$ 60	\$ 220				
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days		\$	\$	\$
Task															
Preliminary Design															
Kick-off Meeting		2		2	2	2							\$ 1,160	\$ -	\$ 1,160
Ongoing Project Management	5	5			5								\$ 2,925	\$ -	\$ 2,925
Invoicing	5	5				9							\$ 3,075	\$ -	\$ 3,075
As-built Research				3									\$ 435	\$ -	\$ 435
Design Plans															
Index / Cover / Notes / Key Map		1		2	3								\$ 925	\$ -	\$ 925
Site Plans		5		9	17								\$ 4,780	\$ -	\$ 4,780
Details		3		3	5								\$ 1,740	\$ -	\$ 1,740
Electrical	2	2		4									\$ 1,450	\$ 6,090	\$ 7,540
Well Pump Design		2		10									\$ 1,820	\$ -	\$ 1,820
Engineer's Opinion of Probable Construction Cost (EOPCC)		5		9									\$ 2,230	\$ -	\$ 2,230
Prepare Contract Documents and Specifications		9		17									\$ 4,130	\$ -	\$ 4,130
QAQC	9	5		11									\$ 4,770	\$ -	\$ 4,770
Submission to Agency		2		3					100				\$ 905	\$ -	\$ 905
Permitting		5		17									\$ 3,390	\$ -	\$ 3,390
Design Review with Owner		4		4				230					\$ 1,481	\$ -	\$ 1,481
Subtotal Hours:	21	55		94	32	11		230	100				\$ 35,216	\$ 6,090	\$ 41,306
Subtotal Cost:	\$ 5,250	\$ 10,175	\$ -	\$ 13,630	\$ 4,800	\$ 1,100	\$ -	\$ 161	\$ 100	\$ -	\$ -	\$ -	\$ 35,216		
Final Design															
Ongoing Project Management	2	2		2									\$ 1,160	\$ -	\$ 1,160
Invoicing	2	2				3							\$ 1,170	\$ -	\$ 1,170
Revisions to Design Plans															
Index / Cover / Notes / Key Map		1		1	2								\$ 630	\$ -	\$ 630
Site Plans		2		4	9								\$ 2,300	\$ -	\$ 2,300
Details		2		2	3								\$ 1,110	\$ -	\$ 1,110
Revisions to EOPCC		3		5									\$ 1,280	\$ -	\$ 1,280
Revisions to Construction Documents		5		9									\$ 2,230	\$ -	\$ 2,230
Design Review with Owner		4		4				230					\$ 1,481	\$ -	\$ 1,481
Resubmittal		2		3					50				\$ 855	\$ -	\$ 855
Production				3	3								\$ 885	\$ -	\$ 885
Subtotal Hours:	4	23		33	17	3		230	50				\$ 13,101	\$ -	\$ 13,101
Subtotal Cost:	\$ 1,000	\$ 4,255	\$ -	\$ 4,785	\$ 2,550	\$ 300	\$ -	\$ 161	\$ 50	\$ -	\$ -	\$ -	\$ 13,101		

Total Cost of Design Phase Services: \$ 62,423

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

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

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Hollywood Well
Project Number: 6335102
Owner: Village of Ruidoso
Date of Submittal: April 29, 2026
Tax Rate on Services: 8.1875%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./Surv I	Project Eng./Sci./Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech VI	Eng/CAD Surv/Field Tech III	Construc. Observer IV	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 185	\$ 155	\$ 145	\$ 120	\$ 150	\$ 105	\$ 130	\$ 100	\$ 30	\$ 0.70	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	\$	\$	\$
Task																	
Closeout																	
Ongoing Project Management	2	2		2											\$ 1,160	\$ -	\$ 1,160
Invoicing	2	2							3						\$ 1,170	\$ -	\$ 1,170
Preparation of Close-out Documents		3	5	9											\$ 2,635	\$ -	\$ 2,635
Subtotal Hours:	4	7	5	11					3						\$ 4,965	\$ -	\$ 4,965
Subtotal Cost:	\$ 1,000	\$ 1,295	\$ 775	\$ 1,595	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,965		
Construction Observation																	
Ongoing Project Management	2	2		2											\$ 1,160	\$ -	\$ 1,160
Invoicing	2	2							3						\$ 1,170	\$ -	\$ 1,170
Construction Observation								10			230		1		\$ 1,521	\$ -	\$ 1,521
Number of Visits = 1																	
Hours per Visit = 10																	
Subtotal Hours:	4	4		2				10	3		230		1		\$ 3,851	\$ -	\$ 3,851
Subtotal Cost:	\$ 1,000	\$ 740	\$ -	\$ 290	\$ -	\$ -	\$ -	\$ 1,300	\$ 300	\$ -	\$ 161	\$ -	\$ 60	\$ -	\$ 3,851		

Total Cost of Construction Phase Services: \$ 8,816

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2026 to June 30, 2027, in an Amount Not to Exceed \$93,600.00.

Item Summary:

Discussion on Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2026 to June 30, 2027, in an Amount Not to Exceed \$93,600.00.

Financial Impact:

Contractor is requesting an increase from \$90,000.00 to \$93,600.00 which will be reviewed at the Council Meeting.

The financial impact for this contract will be for the period of time between July 1, 2026 and June 1, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2026 to June 30, 2027, in an Amount Not to Exceed \$93,600.00.

Recommendations:

To Discuss Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2026 to June 30, 2027, in an Amount Not to Exceed \$93,600.00.

ATTACHMENTS:

[Hanson Consulting - Sixth Renewal.pdf](#)

SIXTH RENEWAL AGREEMENT

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

WITNESSETH

WHEREAS, the parties hereto previously entered into an Agreement dated July 1, 2020, authorizing the "Contractor" for Professional Services for a DWI Grant Program Coordinator. (RFP #2020-008P)

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, 2026, and terminating on June 30, 2027.
2. Amend Agreement to change Page 2; Item 3 Compensation; B. Payment. The total compensation under this Agreement shall be increased from an amount not to exceed Ninety Thousand Dollars (\$90,000.00) excluding New Mexico gross receipts tax, to an amount not to exceed Ninety-Three Thousand Six Hundred Dollars (\$93,600.00) payable on the first of every month, in monthly installments of Seven Thousand Eight Hundred Dollars (\$7,800.00).
3. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of May 2026.

By: _____
Lynn D. Crawford, Mayor

By: _____
William and/or Elizabeth Hanson, Contractor

SEAL
ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Second Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2026 to June 30, 2027, In an Amount Not to Exceed \$70,800.00.

Item Summary:

Discussion on Second Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2026 to June 30, 2027, In an Amount Not to Exceed \$70,800.00.

Financial Impact:

Contractor is requesting an increase from \$69,000.00 to \$70,800.00 which will be reviewed at the Council Meeting.

The financial impact for this contract will be for the period of time between July 1, 2026 and June 1, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Second Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2026 to June 30, 2027, In an Amount Not to Exceed \$70,800.00.

Recommendations:

To Discuss Second Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2026 to June 30, 2027, In an Amount Not to Exceed \$70,800.00.

ATTACHMENTS:

[Malinda Mader - Second Renewal.pdf](#)

**SECOND RENEWAL
AGREEMENT**

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

WITNESSETH

WHEREAS, the parties hereto previously entered into an Agreement dated July 1, 2024, authorizing the "Contractor" for Professional Services for a DWI Prevention Assistant. (RFP #2024-006P)

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, 2026, and terminating on June 30, 2027.
2. Amend Agreement to change Page 2; Item 3 Compensation; B. Payment. The total compensation under this Agreement shall be increased from an amount not to exceed Sixty-nine Thousand Dollars (\$69,000.00) excluding New Mexico gross receipts tax, to an amount not to exceed Seventy Thousand Eight Hundred Dollars (\$70,800.00) payable on the first of every month, in monthly installments of Five Thousand Nine Hundred Dollars (\$5,900.00).
3. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of May 2026.

By: _____
Lynn D. Crawford, Mayor

By: _____
Malinda Mader, Contractor

SEAL
ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Management Bureau (GMB) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Three Thousand Dollars (\$3,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Management Bureau (GMB) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Three Thousand Dollars (\$3,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

The financial impact for this contract will be \$3,000.00 for the period of time between July 1, 2026 and May 31, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Management Bureau (GMB) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Three Thousand Dollars (\$3,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Management Bureau (GMB) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Three Thousand Dollars (\$3,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

[HAA MOU SUB-GRANT AGREEMENT NMSP FY-27.pdf](#)

LINCOLN COUNTY/RUIDOSO DWI PREVENTION PROGRAM

SUB-GRANT AGREEMENT

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

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

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

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

ARTICLE I - SCOPE OF WORK

- A. The Sub-recipient agrees to conduct saturation patrols, sobriety checkpoints and/or alcohol education and underage drinking prevention at locations in Lincoln County where such activities are needed.
- B. The Sub-recipient agrees to make no change in the Program Description herein described without first submitting a written request to the County and obtaining the County's written approval of the requested change.
- C. The Sub-recipient shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE II - TERM

- A. This Sub-Grant Agreement shall become effective July 1, 2026 or soon thereafter as approved by the respective parties. **This Sub-grant Agreement shall terminate on May 31, 2027.**
- B. In the event that, due to unusual circumstances, it becomes apparent that this Sub-grant Agreement cannot be brought to full completion within the time period set forth in Article II, Paragraph A, the Sub-recipient shall notify the County in writing at least forty-five (45) calendar days prior to the termination date of this Sub-grant Agreement.

ARTICLE III - REPORTS

- A. Periodic Reports
 - 1. In order that the County may adequately evaluate the progress of the Sub-grant Program, the Sub-recipient shall provide DFA/Local Government Division LDWI Program Activity Reports to the County. These Reports shall contain a description of the work accomplished to date, to include a breakdown of statistics by month, the number of saturation patrols/checkpoints conducted, and number of officers participating in each activity.
 - 2. One (1) original of said Report(s) shall be submitted to the Lincoln County DWI Program for review and approval no later than 1- October 15, 2026; 2- January 15, 2027; 3- April 15, 2027 and May 15, 2027.

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

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

- A. In consideration of the Sub-recipient's satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the County shall reimburse the Sub-recipient a sum not to exceed three thousand dollars \$3,000

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

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

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

ARTICLE V - MODIFICATION AND TERMINATION

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

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

ARTICLE VI - CONDITIONS OF AWARD

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

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

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

ARTICLE VII - CERTIFICATION

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

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

- G. The Sub-recipient shall finance its share, if any, of the costs of the program, including all program overruns;
- H. The Sub-recipient shall submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the County for review and approval prior to execution;
- I. The Sub-recipient shall adhere to all financial and accounting requirements of the New Mexico Department of Public Safety;
- J. No member, officer, or employee of the Sub-recipient, or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Sub-grant, and the Sub-recipient shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification;
- K. The Sub-recipient assures that an in-kind match is made available if applicable;
- L. The Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is **July 1, 2026** to **May 31, 2027**. The submission of the audit report shall be as follows:
 - 1. Submit the audit report no later than **December 15, 2027** and for each audit cycle thereafter covering the entire award period as originally approved or amended. Subsequent audits shall be submitted no later than nine (9) months after the close of the Sub-recipient's organization's audit fiscal year.
 - 2. Submit the management letter with the audit report.
 - 3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report.

ARTICLE VIII - RETENTION OF RECORDS

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

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

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

In addition, the SUB-RECIPIENT agrees to not obligate Sub-grant or match funds following the close of the Sub-grant and to submit all requests for reimbursement to the Village of Ruidoso by May 15, 2027.

ARTICLE X - GRANTEE REPRESENTATIVE

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

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

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

THEREFORE, the Sub-recipient and the County do hereby execute this Sub-grant Agreement. The term of the agreement as stated in Article II is from July 1, 2026 through May 31, 2027. The Agreement is executed upon the signature of the Department of Public Safety Cabinet Secretary.

THIS SUB-GRANT AGREEMENT has been approved by:

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

By: _____
Cabinet Secretary

Date

By: _____
NMDPS General Counsel

LINCOLN COUNTY

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

Date

Attested by: _____
Yvonne Vigil, Village Clerk

Date

PROGRAM DESCRIPTION

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

Sub-grant Number: xxxxx IF known

Sub-grant Amount: \$3,000.00

AGREED TO TERMS WITH LOCAL NMSP DISTRICT

GRANT PROGRAM BUDGET SUMMARY

APPLICANT: Department of Public Safety, New Mexico State Police

EXPENDITURE BY CATEGORY	GRANT FUNDS	MATCH- IN-KIND	TOTAL BUDGET
PERSONNEL SERVICES – 200	\$3,000.00	\$0.00	\$3,000.00
BENEFITS	\$0.00	\$0.00	\$0.00
CONTRACTUAL SERVICES - 300	\$0.00	\$0.00	\$0.00
OTHER COSTS - 400	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

ADMINISTRATIVE COSTS			
VEHICLE TRANSPORTATION COSTS	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$3,000.00	\$0.00	\$3,000.00

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

The financial impact for this contract will be \$2,000.00 for the period of time between July 1, 2026 and May 31, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

[HAA MOU Capitan Police Department FY-27.pdf](#)

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

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

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

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2026 through May 31, 2027 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

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

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

3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.
4. This overtime cost reimbursement will be paid in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2026 and May 31, 2027.
5. The Capitan Police Department shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
 - a. The enforcement activity completed.
 - b. The names of the officers involved and their hourly wage.
 - c. The number of hours worked.
 - d. The total amount requested
 - e. A breakdown of the total enforcement actions taken.
6. The Capitan Police Department shall provide all equipment required by its officers to perform these activities.
7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse Village of Capitan for work occurring before the effective date of termination. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available for the project.
8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Phillip Wall, Chief
Village of Capitan
PO BOX 246
Capitan, New Mexico 88316

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

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

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

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

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

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

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

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

BY: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

Date: _____

ATTEST:

BY: _____

Yvonne Vigil, Village Clerk
Village of Ruidoso

Date: _____

BY: _____

William Hanson
Lincoln County DWI Coordinator

Date: _____

BY: _____

Minerva Davalos, Mayor
Village of Capitan

Date: _____

BY: _____

Phillip Wall, Chief of Police
Village of Capitan

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

The financial impact for this contract will be \$1,000.00 for the period of time between July 1, 2026 and May 31, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

[HAA MOU Carrizozo PD FY 27.pdf](#)

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

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

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

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2026 through May 31, 2027 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

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

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

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

4. This overtime cost reimbursement will be paid in an amount not to exceed one thousand dollars \$1,000.00 for the period of time between July 1, 2026 and May 31, 2027.

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

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

6. The Carrizozo Police Department shall provide all equipment required by its officers to perform these activities.

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

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

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

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

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

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

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

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

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

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

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

BY: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

Date: _____

ATTEST:

BY: _____

Yvonne Vigil, Municipal Clerk
Village of Ruidoso

Date: _____

BY: _____

William Hanson
Lincoln County DWI Coordinator

Date: _____

BY: _____

Robert E. Hemphill, Mayor
Town of Carrizozo

Date: _____

BY: _____

Diron Hill, Chief of Police
Town of Carrizozo

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

This overtime cost reimbursement will be paid in an amount not to exceed one thousand dollars (\$1,000.00) for the period of time between July 1, 2026 and May 31, 2027. These funds will be budgeted in the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52401) for the FY 2027.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

[HAA MOU Ruidoso Downs FY 27.pdf](#)

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

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

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

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2026 through May 31, 2027 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

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

4. This overtime cost reimbursement will be paid in an amount not to exceed one thousand dollars (\$1,000.00) for the period of time between July 1, 2026 and May 31, 2027.

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

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

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

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

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

City of Ruidoso Downs:

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

Village of Ruidoso:

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

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

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

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

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

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

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

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

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

BY: _____

Date: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

ATTEST:

BY: _____

Date: _____

Yvonne Vigil, Clerk
Village of Ruidoso

BY: _____

Date: _____

William Hanson
Lincoln County DWI Coordinator

BY: _____

Date: _____

Carroll Scott, Mayor
City of Ruidoso Downs

ATTEST:

BY: _____

Date: _____

Selena Chavez, City Clerk
City of Ruidoso Downs

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

The financial impact for this contract will be \$4,000.00 which will be paid for out of the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

[HAA MOU Ruidoso Police Dept. FY 27.pdf](#)

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

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

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

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2026 through May 31, 2027 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

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

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

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

4. This overtime cost reimbursement will be paid in an amount not to exceed four thousand dollars (\$4,000.00) for the period of time between July 1, 2026 and May 31, 2027.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

ATTEST:

BY: _____
Yvonne Vigil, Village Clerk
Village of Ruidoso

Date: _____

BY: _____

William Hanson
Lincoln County DWI Coordinator

Date: _____

BY: _____

Chief Minner
Ruidoso Police Department

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 12.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Financial Impact:

The financial impact for this contract will be \$2,000.00 which will be paid for out of the DWI Grant Special Revenue Fund's Law Enforcement line item (223-437-52401) of the Lincoln County DWI Grant.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2026 and May 31, 2027.

ATTACHMENTS:

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

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

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

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2026 through May 31, 2027 to facilitate the detection and prevention of DWI related violations and hereby agree as follows:

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

4. LCSO Deputies will be paid time and a half (1½) as reimbursement for services rendered in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2026 and May 31, 2027.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

ATTEST:

BY: _____
Yvonne Vigil, Village Clerk
Village of Ruidoso

Date: _____

BY: _____
William Hanson, DWI Coordinator
County of Lincoln

Date: _____

BY: _____
Mark G. Fischer, Chairman
County of Lincoln

Date: _____

ATTEST:

By: _____
Shannan Hemphill, Clerk
County of Lincoln

Date: _____

BY: _____
Mike Wood, Sheriff
County of Lincoln

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 13.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Item Summary:

Discussion on Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Financial Impact:

The financial impact for this contract will be \$6,000.00 for the period of time between July 1, 2026 and June 1, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Discussion on Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Recommendations:

To Discuss Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

ATTACHMENTS:

[HAA MOU -Sara Chapman Hope Floats - FY27.pdf](#)



CONTRACT FOR GOODS AND SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and: Hope Floats Addiction Counseling, LLC, hereinafter referred to as the "Contractor" and collectively the "Parties".

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

Village of Ruidoso
Department: Capital Projects
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Cell: 575-937-1117
Email: purchasing@ruidoso-nm.gov

COPE
ATTN: Sara L. Chapman
Title: Counseling Director
Street: 615 Sudderth Dr. Suite 1
Ruidoso, NM 88345
Phone: 575-937-1665
Cell:
Email: hopefloatsacrp@gmail.com

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

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

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

1. **Definitions.**

- A. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. Procuring Agency is the Village of Ruidoso and DWI Program.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule
- C. "You" and "your" refers to Hope Floats Addiction Counseling, LLC, "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

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

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

Services provided include:

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

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

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

3. Compensation.

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

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

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

- B. Payment

The total compensation under this Agreement shall not exceed \$6,000.00 **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen

(15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes

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

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

D. Retainage

Not Applicable – The Parties agree there is no retainage.

E. Performance Bond

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

4. **Term.**

This agreement shall be effective July 1, 2026 through June 1, 2027, all invoices must be received no later than June 1, 2027 unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds

The Procuring Agency may terminate this Agreement for convenience or cause. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure

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

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's

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

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

C. Liability

Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

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

7. Status of Contractor.

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

8. Conflict of Interest; Governmental Conduct Act.

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

- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
 - 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;
 - 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - 6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.
- C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have

become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

9. **Amendment.**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

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

11. **Penalties for violation of law.**

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

12. **Equal Opportunity Compliance.**

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

13. **Workers Compensation.**

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

14. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in

accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

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

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

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

acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

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

25. Indemnification.

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

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Contractor Personnel.

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

Sara L. Chapman

- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of

the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

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

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

36. Inspection.

Reserved.

37. Inspection of Services.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 2. reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:
1. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
 2. terminate the Agreement for default.

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

38. Insurance.

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers' liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - 1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - 2. Property damage or combined single limit coverage: \$1,000,000.
 - 3. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

39. Arbitration.

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

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

SIGNATURES:

Village of Ruidoso:

Hope Floats Addiction Counseling, LLC

Lynn D. Crawford, Mayor

Sara L. Chapman, Executive Director

Date: _____

Date: _____

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 14.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: May 5, 2026

Re: Discussion on Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Item Summary:

Discussion on Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Financial Impact:

The financial impact for this contract will be \$6,000.00 for the period of time between July 1, 2026 and June 1, 2027, which will be paid for out of the DWI Grant Special Revenue Fund's Contractual Services line item (223-437-52000) of the Lincoln County DWI Grant.

Item Discussion:

Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

Recommendations:

To Discuss Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2026 and June 1, 2027.

ATTACHMENTS:

[HAA MOU - Capitan Therapy FY-27.pdf](#)



CONTRACT FOR GOODS AND SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and: Capitan Therapy & Behavioral Health, LLC, hereinafter referred to as the "Contractor" and collectively the "Parties".

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

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

Capitan Therapy & Behavioral Health, LLC
ATTN: Kimberly Wudarzewski
Title: Owner
Street: 708 Mechem Dr. STE B
Ruidoso, NM 88345
Phone: 505-273-0982
Cell:
Email: WWW.capitantherapy.com

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

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

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

1. **Definitions.**

- A. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. Procuring Agency is the Village of Ruidoso and DWI Program.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule
- C. "You" and "your" refers to Capitan Therapy & Behavioral Health, LLC. "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

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

Services provided will consist of:

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

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

3. Compensation.

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

B. Payment

The total compensation under this Agreement shall not exceed six thousand \$6,000.00 **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

C. Taxes

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

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

D. Retainage

Not Applicable – The Parties agree there is no retainage.

E. Performance Bond

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

4. **Term.**

This agreement shall be effective July 1, 2026 through June 1, 2027, all invoices must be received by June 1, 2027. unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds

The Procuring Agency may terminate this Agreement for convenience or cause. The Procuring Agency may terminate this Agreement without notice upon the determination that funds are no longer available. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure

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

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

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

C. Liability

Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations.**

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

7. **Status of Contractor.**

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

8. **Conflict of Interest; Governmental Conduct Act.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
 - 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the

preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

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

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

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

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

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

9. **Amendment.**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

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

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or

diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

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

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

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

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

25. Indemnification.

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

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Contractor Personnel.

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

Kim Wudarzewski
Anthony Wright

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

35. Incorporation by Reference and Precedence.

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

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

36. **Inspection.**

Reserved.

37. **Inspection of Services.**

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:
 - 1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - 2. reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:
 - 1. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
 - 2. terminate the Agreement for default.

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

38. **Insurance.**

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers' liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - 1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - 2. Property damage or combined single limit coverage: \$1,000,000.
 - 3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - 4. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

39. **Arbitration.**

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

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

SIGNATURES:

Village of Ruidoso:

Capitan Therapy & Behavioral Health, LLC:

Lynn D. Crawford, Mayor

Kimberly Wudarzewski - Owner

Date:_____

Date:_____

ATTEST:

Yvonne Vigil, Village Clerk