

VILLAGE OF RUIDOSO

AGENDA INDEX SPECIAL MEETING

OCTOBER 7, 2025 AT 9:00 AM

313 Cree Meadows Dr. Ruidoso
NM,88345

NOTICE OF SPECIAL MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Tuesday, October 7, 2025 at 9:00 AM. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Special 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 and Possible Action on 603 Mechem Housing Developing Project with White Sands Construction Inc.
2. Discussion and Possible Action on Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.
3. Discussion and Possible Action on Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.
4. Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services.
5. Discussion and Possible Action on Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the Amount of \$78,391.58 Including NMGR.T.
6. Discussion and Possible Action on Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the

Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR and a Total Project Cost of \$401,916.91 Including NMGR. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department.

7. Discussion and Possible Action on Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

CLOSED SESSION

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

ADJOURN

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

Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on 603 Mechem Housing Developing Project with White Sands Construction Inc.

Item Summary:

Discussion and Possible Action on 603 Mechem Housing Developing Project with White Sands Construction Inc.

Financial Impact:

None

Item Discussion:

Update on substantial completion on 603 Mechem Housing development project.

Recommendations:

To Direct White Sands Construction Inc. to Develop a Timeline for Substantial Completion of 603 Housing Development Project.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Financial Impact:

Upon approval, a budget adjustment will be completed to budget the Village's match. Funding of the project can be taken from the General Fund's Cash Balance or increase GRT tax revenue in the General Fund. NMDOT Share- 95% or \$1,900,000 VOR Share - 5% - \$100,000 Total Project cost - \$2,000,000

Item Discussion:

The Village of Ruidoso (VOR) was awarded \$2 million from the NMDOT Transportation Project Fund. The funding award is to fully complete our project. Funding is to repair three roads: NMDOT Share- 95% or \$2,000,000 VOR Share - 5% - \$100,000 Total Project cost - \$2,000,000 To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process. All four roads are school bus routes for the Ruidoso Municipal Schools and critical access routes for emergency services. The total length of the proposed project is 4.1 miles. The project falls within the NMDOT owned right-of-way and we will be asking for support from NMDOT District II Engineer. Our quote is based on Cutler Repaving, Inc. state-wide pricing agreement. This will be a turn-key project to include pavement. rehabilitation, roadway striping, traffic control, construction, construction observation and testing. Road 1: Meander Dr./ Paradise Canyon Rd. Road 2: Cree Meadows Dr./ NM HWY 48 Road 3: White Mountain Meadows Dr./ Sunny Slope Dr. Total length of proposed project: 4.1 Miles: Road 1: 0.7 miles Road 2: 1 mile Road 3:

2.4 miles)

Recommendations:

To Approve Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

ATTACHMENTS:

[Resolution 2025-32.pdf](#)

[LP20072_Village_of_Ruidoso_Agreement \(1\).pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2025-32

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$2,000,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00

and

- b. **Village of Ruidoso's** proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,000,000.00

Now therefore, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028, and the **Village of Ruidoso** 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 the written agreement.

Now therefore, be it resolved by the **Village of Ruidoso** to enter into Cooperative Agreement for Project Control Number **HW2LP20072** with the New Mexico Department of Transportation for the TPF Program year 2025 on Village of Ruidoso Maintenance Project; to complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., & White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process, and/or Micro Surfacing process.

Passed, Adopted and Approved this 7th Day of October 2025

VILLAGE OF RUIDOSO, NEW MEXICO

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk

Contract No. _____
Vendor No. 0000054454
Control No. HW2LP20072

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Ruidoso** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Village of Ruidoso Roadway Maintenance Project-To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. Utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.** (Project or CN LP20072). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Million Dollars and No Cents **(\$2,000,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2026 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$1,900,000.00	\$100,000.00	\$2,000,000.00
Total Transportation Project Funds			\$2,000,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2028**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
 - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
 - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
 - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
 - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
 - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
 - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
 - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
 - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Village of Ruidoso

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20072

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP20072**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Village of Ruidoso

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
Village of Ruidoso

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$2,000,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00
- and
- b. **Village of Ruidoso**'s proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,000,000.00.

Now therefore, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the **Village of Ruidoso** 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 the written agreement.

Now therefore, be it resolved by the **Village of Ruidoso** to enter into Cooperative Agreement for Project Control Number **LP20072** with the New Mexico Department of Transportation for the TPF Program for year 2026 for Village of Ruidoso Roadway Maintenance Project-To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. Utility cover adjustments, traffic control, construction observation & testing on-Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process. within the control of the **Village of Ruidoso** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.

Financial Impact:

None.

Item Discussion:

The Village of Ruidoso Street Department is asking for a time extension for the 2023-2024 COOP Project. The plan includes use of in-house equipment and labor to complete the project. The project will be to Pave, Patch, Drainage improvements, and miscellaneous to the following streets: Innsbrook Drive, St. Moritz, Grenoble, Cortina, Geneva, Vienna Terrace, Riley Cove, & portion of Metz.

Recommendations:

To Approve Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.

ATTACHMENTS:

[LGRF_Resolution_2025-34.pdf](#)

RESOLUTION 2025-34

Village of Ruidoso

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$257,077.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$192,808.00
and
- b. Village of Ruidoso's proportional matching share shall be 25% or \$64,269.00

TOTAL PROJECT COST IS \$257,077.00

Village of Ruidoso shall pay all costs, which exceed the total amount of \$257,077.00.

Now therefore, be it resolved in official session that Village of Ruidoso determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2026**, and the Village of Ruidoso 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 the written agreement.

NOW therefore, be it resolved by the Village of Ruidoso to enter into Cooperative Agreement Control Number L200597 with the New Mexico Department of Transportation for LGRF Project for year **2024** to drainage improvements, pavement improvements/rehabilitation, and miscellaneous within the control of the Village of Ruidoso in Lincoln County, New Mexico.

Lynn D. Crawford, Mayor

DATE

Jini S. Turri, Village Clerk

DATE

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Cade Hall, Fire Chief

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services.

Item Summary:

Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services.

Financial Impact:

None.

Item Discussion:

The purpose of this MOU is to state the means and processes with which Ruidoso will assist the Downs with various emergency responses. This shall be accomplished as provided in the Scope of Work for Mutual Aid Assistance.

Recommendations:

To Approve Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services.

ATTACHMENTS:

[MOU Ruidoso & Ruidoso Downs x.pdf](#)

[Scope of Work for Mutual Aid Assistance.pdf](#)

MEMORANDUM OF UNDERSTANDING

Between

Village of Ruidoso

and

City of Ruidoso Downs

This Memorandum of Understanding ("Agreement" or "MOU") is entered into by and between the Village of Ruidoso ("Ruidoso") and the City of Ruidoso Downs ("the Downs") for the purposes and in accordance with the terms and conditions stated below.

RECITALS

Whereas, both the above listed are governmental entities within the state of New Mexico; and

Whereas, each of the named municipalities wishes to enter into this agreement; and

Whereas, each of the named municipalities wishes to cooperate to achieve the purposes stated in this agreement;

Now, therefore, the parties agree to the terms and conditions of this Memorandum of Understanding ("MOU" or "agreement"):

I. Purpose of MOU.

The purpose of this MOU is to state the means and processes with which Ruidoso will assist the Downs with various emergency responses. This shall be accomplished as provided in the Scope of Work for Mutual Aid Assistance attached hereto as Exhibit "A."

II. Property.

No property should be obtained or exchanged as a result of this MOU. Any property of Ruidoso's implicated in these services will remain the property of Ruidoso and any property of the Downs implicated in these services will remain the property of the Downs.

III. Term.

This MOU shall become effective upon signature by all the parties to this MOU. It shall terminate June 30, 2026, unless earlier terminated by agreement of the parties.

IV. Funds Accountability.

Each of the parties to this agreement shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds paid pursuant to this agreement.

V. Liability.

No party shall be responsible for any other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this MOU by the Downs will remain the responsibility of the Downs. Any liability incurred under this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

VI. Third-Party Beneficiaries.

This agreement is not intended to and does not create any rights in any person or entity, not a party to this MOU.

VII. Resolution of Issues.

The parties to this agreement agree to resolve any issues that may arise due to the performance of their obligations under this MOU at the lowest level possible. If unable to resolve issues at the lowest level possible, the parties agree that the parties' respective mayors or city managers shall work together to resolve any issues that may arise from the performance of this agreement.

VIII. Termination.

Any party to this agreement may terminate this MOU for cause by giving the other party or parties thirty (30) days' notice in writing. This MOU may be terminated at will at any time by agreement of the parties.

IX. Amendment.

All amendments to this agreement shall be made in writing and shall be agreed to and executed by the respective parties' signatories before becoming effective.

X. Governing Law.

This Agreement shall be governed by the laws of the State of New Mexico.

XI. Contacts.

The parties will contact the persons named below for any questions, concerns, or issues, etc. that arise under this agreement or pursuant to this agreement, and shall send written

notice when needed to the following individuals:

A. Village of Ruidoso

Ron Sena
City Manager
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345
575-258-4343
RonaldSena@ruidoso-nm.gov

B. City of Ruidoso Downs

Dean Holman
Mayor
PO Box 668
Ruidoso Downs, New Mexico 8346
575-378-4422
dholman@ruidosodowns.us

XII. Authority.

The individuals signing this Agreement on behalf of the named municipalities represent and warrant that they have the power and authority to bind the municipality for which they offer their signature, and that no further action, resolution, or approval from their municipality is necessary to enter into a binding agreement.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the terms of this MOU and this

MOU becomes fully executed as of the date of the last signature affixed below.

Village of Ruidoso
Authorized Signatory

Date

City of Ruidoso Downs
Authorized Signatory

Date

Scope of Work for Mutual Aid Assistance

Between: Ruidoso Fire Department (Village of Ruidoso)

And: City of Ruidoso Downs / Ruidoso Downs Fire Department

Purpose:

This Scope of Work outlines the terms and operational framework for mutual aid provided by Ruidoso Fire Department to Ruidoso Downs Fire Department strictly for **major vehicle accidents** and **fire-related emergencies**, excluding EMS services.

1. Nature of Assistance

Ruidoso Fire Department agrees to provide assistance for:

- **Major motor vehicle accidents** involving:
 - Entrapment requiring technical extrication
 - Hazardous materials risk (e.g., fuel spills, fire threat)
 - Multi-vehicle or large vehicle incidents (e.g., commercial trucks)
- **Structure fires** and **wildland/brush fires**
- **Vehicle fires** if deemed significant or endangering property/life

2. Excluded Services

The following services are **not** included in this agreement:

- **Emergency Medical Services (EMS)** of any kind
- **Standby EMS** for fire or rescue scenes
- **Non-fire or non-rescue service calls** (e.g., alarms, lift assistance, etc.)

3. Request for Assistance

- Assistance must be **requested by an authorized official** of Ruidoso Downs Fire Department via radio, phone, or CAD (if integrated).
- Ruidoso Fire Department will **not automatically respond** to incidents unless a formal request is received.
- Mutual aid will be provided **only if Ruidoso Fire Department has adequate available resources** and **incident conditions permit**.

4. Response Conditions

- Ruidoso Downs Fire Department must **dispatch and respond** with their own **equipment and personnel** to the incident.

- Ruidoso Fire Department will function as **supporting agency**, not as incident command, unless delegated.
- On-scene responsibilities and coordination will follow **ICS/NIMS** protocols.
- Upon arrival, Ruidoso Fire Department units will report to the Incident Commander for assignment.

5. Resource Allocation

- Typical responding assets may include:
 - Rescue/Engine companies
 - Brush trucks (for wildland fires)
 - Command staff if required
- No EMS units or personnel will be dispatched under this agreement.

6. Communications & Coordination

- Interoperable radio channels shall be designated for cross-agency communication.
- Updates and scene conditions should be relayed during the initial request for mutual aid.
- Incident command will remain with the host jurisdiction unless formally transferred.

7. Liability and Costs

- Each department shall be responsible for the **safety, liability, and compensation** of its own personnel and apparatus.
- No reimbursement or compensation will be expected for mutual aid unless otherwise specified in the MOU.

8. Review and Term

- This Scope of Work is valid upon signing of the MOU and will be reviewed **annually** or as needed.
- Either party may revise or terminate this agreement with **30 days' written notice**.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the Amount of \$78,391.58 Including NMGR.

Item Summary:

Discussion and Possible Action on Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the Amount of \$78,391.58 Including NMGR.

Financial Impact:

Upon approval, a budget adjustment will be completed in the SGRT Special Revenue Fund.

Item Discussion:

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Planning Services to the Village of Ruidoso to develop a Long-Range Water Conservation Plan for the Owner's public water supply system.

The Plan will be developed in accordance with §72-14-3.2 NMSA 1978 and the New Mexico Water Conservation Planning Guide for Public Water Suppliers (Technical Report 53).

The purpose of the Plan is to document existing system conditions, evaluate water use and efficiency, establish water conservation goals, and provide implementation strategies to promote long-term sustainable use of the Owner's water resources.

Recommendations:

To Approve Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the

Amount of \$78,391.58 Including NMGR.T.

ATTACHMENTS:

[Task Order Souder Miller.pdf](#)

1. **Task Order Number:** RFP #2024-004P-14

2. **Title:** Water Conservation Plan

3. **Project Number:**
6331008

4. **Location:** Ruidoso

5. **Scope of Services Required:** See attached proposal.

6. **Village Contact:** Adam Sanchez **Souder, Miller & Associates Contact:** Marty Howell

7. **Estimated Performance Time:** 4 Months

8. **Estimated Cost:** \$78,391.58 including GRT

Village of Ruidoso **Souder, Miller & Associates**

9. **Attachments:**
Proposal

Lynn D. Crawford, Mayor

10. **The parties hereto executed the original Task Order on: (date) :**
Date: _____ **Date:** _____

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Planning Services to the Village of Ruidoso to develop a Water Conservation Plan for the Owner's public water supply system. The Plan will be developed in accordance with §72-14-3.2 NMSA 1978 and the New Mexico Water Conservation Planning Guide for Public Water Suppliers (Technical Report 53). The purpose of the Plan is to document existing system conditions, evaluate water use and efficiency, establish water conservation goals, and provide implementation strategies to promote long-term sustainable use of the Owner's water resources.

Planning Services

Task 1- Project Management

SMA will provide overall project management to ensure the successful completion of the Water Conservation Plan. Project management services will include:

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:
 - Project team roles and responsibilities
 - SMA role in the project
 - Subconsultants for the project
 - Critical issues for the project
 - Project scope, budget and schedule including identification of critical path items
 - Change management and mitigation
 - QAQC Plan
 - 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 five (5) months.

Task 2 – Data Collection and Review

SMA will request and compile water production, sales, and billing records, review existing system documentation (such as Sanitary Surveys, prior planning documents, and water rights information), and identify data gaps relevant to the conservation plan.

Task 3 – Baseline Demand and System Analysis

SMA will evaluate historic and current water use, including per capita demand, production versus billed consumption, and non-revenue water. Water use by customer category and seasonal/annual demand trends will also be summarized. SMA will calculate the New Mexico Office of the State Engineer (NMOSE) Gallons per Capita per Day (GPCD) and complete the American Water Works Association (AWWA) Water Audit.

Task 4 – Water Conservation Goals

SMA will develop short-term and long-term water conservation goals in accordance with §72-14-3.2 and Technical Report 53. These goals will be measurable, realistic, and aligned with the Owner's operational needs.

Task 5 – Identification and Evaluation of Conservation Measures

SMA will identify and evaluate feasible conservation measures and Best Management Practices (BMPs), which may include public education programs, leak detection and repair, universal metering, water rate structures, reuse, and other demand management strategies. Measures will be screened for feasibility, cost, and expected water savings.

Task 6 – Implementation Plan

SMA will prepare an implementation plan that outlines a schedule, assigns responsibilities, identifies potential funding sources, provides cost estimates, and defines performance indicators to track the success of conservation measures.

Task 7 – Monitoring and Evaluation Framework

SMA will recommend procedures for monitoring plan performance, reporting progress to the NMOSE, and updating the plan on a regular cycle. SMA will note that the GPCD calculation and AWWA Water Audit must be updated annually by the Owner as part of WCP compliance.

Task 8 – Meetings and Coordination

1. SMA will meet with the Owner remotely up to two times: once at the initiation of the project to review data needs and objectives, and once to present the draft Water Conservation Plan and discuss any of the Owner's comments. Additional coordination will be provided via telephone and email.
2. SMA will support two rounds of public outreach:
 - Public Meeting 1** – Early in the project to present baseline findings and solicit feedback on possible water conservation goals.
 - Public Meeting 2** – Following preparation of the Draft Water Conservation Plan to present proposed measures and receive public comment.

Deliverables

SMA will prepare the following deliverables:

1. A digital PDF copy of the Preliminary Draft Water Conservation Plan for Owner review.
2. A Final Water Conservation Plan incorporating Owner, agency, and public comments, suitable for submission to the NMOSE in compliance with §72-14-3.2.
3. Completed NMOSE GPCD calculation and AWWA Water Audit provided as appendices to the Plan.

Project 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	15 days from contract execution
Draft Water Conservation Plan	90 days from the receipt of Owner data
Final Water Conservation Plan	30 days from receipt of Owner and OSE comments

Compensation

Compensation for Basic Engineering Services during the Planning Phase shall be by the LUMP SUM method of payment, and as such, invoices will not include an itemized breakdown of charges. The total amount of compensation for said services described above shall not exceed \$72,459.00, excluding gross receipt tax. Invoices will be submitted to the Owner as outlined in the contract.

Assumptions

The following assumptions were made in the preparation of the scope of services and associated fee.

1. The Owner has water production, billing, and consumption data necessary for baseline demand analysis.
2. No new field investigations (such as flow testing or leak detection surveys) are included; these can be added under separate agreement if requested.
3. The Owner will provide access to financial and operational records as needed.
4. Public outreach is limited to consultation with Owner staff; additional public engagement activities are not included in this scope.

Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: Village of Ruidoso Water Conservation Plan
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: September 8, 2025
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Water Conservation Plan	\$ 72,459.00	\$ 5,932.58	\$ 78,391.58
TOTALS	\$ 72,459.00	\$ 5,932.58	\$ 78,391.58

EXHIBIT A.2 - COST PROPOSAL
Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To
PLANNING PHASE - BASIC ENGINEERING SERVICES

Project Description: Village of Ruidoso Water Conservation Plan
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: 9/8/2025
Tax Rate on Services: 8.1875%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv I	Staff EIT/LSIT Sci. II	Project Fin./Mgr. Asst. II	Mileage	Expenses	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 175	\$ 125	\$ 100	\$ 0.700	\$ 1.00	\$ 60			
Unit	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Per Day	\$	\$	\$
Water Conservation Plan										
Project Management Plan Preparation	1	1	1					\$ 550	\$ -	\$ 550
Kick-off Meeting	1	1	1					\$ 550	\$ -	\$ 550
Ongoing Project Management	8	8	24					\$ 6,400	\$ -	\$ 6,400
Invoicing	5	5		10				\$ 3,125	\$ -	\$ 3,125
Data Collection and Review								\$ -	\$ -	\$ -
Coordination with Owner and regulatory agencies		8	24					\$ 4,400	\$ -	\$ 4,400
Request and compile water production, sales, and billing data from Owner		2	4					\$ 850	\$ -	\$ 850
Review existing system documentation		8	24					\$ 4,400	\$ -	\$ 4,400
Develop preliminary data gaps list		4	8					\$ 1,700	\$ -	\$ 1,700
Baseline Demand and System Analysis								\$ -	\$ -	\$ -
Analyze historic water use and per capita demand		8	16					\$ 3,400	\$ -	\$ 3,400
Complete AWWA Water Audit		8	16					\$ 3,400	\$ -	\$ 3,400
Water Conservation Goals								\$ -	\$ -	\$ -
Develop draft short-term and long-term conservation goals		8	16					\$ 3,400	\$ -	\$ 3,400
Identification and Evaluation of Conservation Measures								\$ -	\$ -	\$ -
Develop and evaluate feasible conservation strategies		8	16					\$ 3,400	\$ -	\$ 3,400
Screen measures for technical feasibility, cost, and expected water savings		4	8					\$ 1,700	\$ -	\$ 1,700
Implementation Plan								\$ -	\$ -	\$ -
Establish implementation schedule and responsibilities		4	8					\$ 1,700	\$ -	\$ 1,700
Identify potential funding sources and cost estimates		8	16					\$ 3,400	\$ -	\$ 3,400
Define performance indicators for tracking success		4	8					\$ 1,700	\$ -	\$ 1,700
Monitoring and Evaluation Framework								\$ -	\$ -	\$ -
Develop procedures for reporting progress to OSE		4	8					\$ 1,700	\$ -	\$ 1,700
Recommend plan update cycle and compliance tracking methods		4	8					\$ 1,700	\$ -	\$ 1,700
Meetings and Coordination								\$ -	\$ -	\$ -
Kickoff meeting with Owner		4	4					\$ 1,200	\$ -	\$ 1,200
Draft Water Conservation Plan Review Meeting		4	4					\$ 1,200	\$ -	\$ 1,200
Public Outreach Meetings		30	30		448		2	\$ 9,434	\$ -	\$ 9,434
Draft Water Conservation Plan		8	32					\$ 5,400	\$ -	\$ 5,400
QAQC	4		16					\$ 3,000	\$ -	\$ 3,000
Review meeting with Owner		4	4					\$ 1,200	\$ -	\$ 1,200
Final Water Conservation Plan		8	16			150		\$ 3,550	\$ -	\$ 3,550
Subtotal Hours:	19	155	312	10	448	150	2	\$ 72,459	\$ -	\$ 72,459
Subtotal Cost:	\$ 4,750	\$ 27,125	\$ 39,000	\$ 1,000	\$ 314	\$ 150	\$ 120	\$ 72,459		
Total Cost of Planning Phase Services:										\$ 72,459

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR T and a Total Project Cost of \$401,916.91 Including NMGR T. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department.

Item Summary:

Discussion and Possible Action on Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR T and a Total Project Cost of \$401,916.91 Including NMGR T. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department.

Financial Impact:

The task order will be budgeted out of available funds in the SGRT Special Revenue Fund. Project is supported by a NMED Grant.

Item Discussion:

Under this contract, Cobb Fendley & Associates is progressing on developing the Watershed Based Plan (WBP) to improve water quality in the Rio Ruidoso. Due to the impacts from the South Fork fire, modifications to the scope of work are needed. We have made appreciable progress on the overall scope of work and help our first community partnering meeting on September 23. The following provides an update of efforts to date, and additional budget needs to address an expanded scope of work due to fire events.

Recommendations:

To Approve Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR T and a Total Project Cost of \$401,916.91 Including NMGR T. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department.

ATTACHMENTS:

[Cobb Fendly Task Order Amendment 2.pdf](#)

[VOR WBP Amendment 1 \(002\).pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Cobb, Fendley & Associates, Inc.
FY2024**

1. **Task Order Number:** RFP # 2024-004P-01-Amendment 2
2. **Title:** Village of Ruidoso – Watershed Based Plan Project- Scheduled Extension and Budget Supplement
3. **Project Number:** _____
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Provide engineering services for the creation of the Watershed Based Plan as described in the attached amendment
6. **Village Contact:** Jaquelyne Peña, Adam Sanchez, and Mike Martinez
7. **Cobb Fendley Contact:** Sean Wolfe
8. **Estimated Performance Time:** September 2025 – December 31, 2026
9. **Estimated Cost:** \$165,042 including NMGRT
10. **Attachments:** September 29, 2025-Revised Amendment #2 to Task Order RFP#2024-004P-01 Village of Ruidoso
11. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

Cobb, Fendley & Associates, Inc.

Sean Wolfe
Sean Wolfe, PG, Region Manger

Date: 9/29/2025

ATTEST:

Jini S. Turri, Village Clerk

September 29, 2025

Jaquelyne Pena
Water Resources Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
Email: jaquelynepena@ruidoso-nm.gov

VIA EMAIL

RE: Task Order #1, Contract RFP#2024-004P
Watershed Based Plan – Schedule Extension and Budget Supplement
Amendment #2

Dear Jackie,

CobbFendley is pleased to continue to provide services for the Village of Ruidoso under the terms of our current engineering on-call contract. Under this contract, we are progressing on developing the Watershed Based Plan (WBP) to improve water quality in the Rio Ruidoso. Due to the impacts from the South Fork fire, modifications to the scope of work are needed. We have made appreciable progress on the overall scope of work and help our first community partnering meeting on September 23. The following provides an update of efforts to date, and additional budget needs to address an expanded scope of work due to fire events.

SCOPE OF WORK STATUS

Our original scope of work included numerous tasks which require expansion. A discussion of progress to date follows.

Watershed Modeling – Hydrology and Hydraulics of Watershed Function

The original scope of work for this task included hydrologic and hydraulic modeling of the Upper Rio Ruidoso watershed and waterway. This task was modified in 2024 to address impacts on the Rio Ruidoso and surrounding watersheds due to numerous recent and historic forest fires. A modification to the scope and fee was executed on September 19, 2024 that expanded our analyses to include the Middle Rio Ruidoso, Cherokee Bill, and Devil's Canyon watersheds.

Hydrologic Modeling (HEC-HMS)

To date we have completed all hydrologic models for the Upper Rio Ruidoso, Carrizo Creek, Middle Rio Ruidoso, Devil's Canyon and Cherokee watersheds.

Hydraulic Modeling (HEC-RAS)

We have created riverine hydraulic models for Upper Rio Ruidoso, Carrizo Creek and Cherokee Bill watersheds to identify impacts to developed areas within the Village and create interim floodplain maps.

REMAINING SCOPE OF WORK TASKS

The remaining tasks have progressed as shown below.

- BMP (Best Management Practice) Development & Measurable Milestones – BMP catalog is complete and measurable milestones are nearing completion.

- Impairment Identification and Expected Load Reductions – Comprehensive review of NMED water quality data collected through 2023 is complete and TMDL pollutant levels have been quantified. Research regarding expected load reductions is also complete with projections of load projections from new best management practices (BMPs) is underway.
- Technical and Financial Assistance Needs – Research into available technical resources and financial assistance programs for BMP planning, design and implementation is complete.
- Outreach Materials Support – Extensive on-line research of regional cities and flood control agencies outreach programs is complete. Suitable applicable outreach programs are in development for Ruidoso.
- Interim Measurable Milestones – The development of interim measurable milestones regarding BMP program implementation is nearing completion.
- Indicators of Measurable Progress – This task is nearing completion and summary indicator programming is underway.
- Monitoring Plan for Component List – Locations for proposed sampling locations within the Village limits to ascertain effects of BMP implementation is complete and is undergoing refinement.
- Final WBP Document/Response to Comments – A draft outline of the final report is in development.

ADDITIONAL FEE AND SCHEDULE NEEDS

A further modification of the original project scope and supplemental funds are requested to address changed watershed conditions and level of effort needed to complete the Watershed Based Plan document and public engagement process.

Watershed Modeling – Hydrology and Hydraulics of Watershed Function

All five watersheds have been modeled. The complexity of determining fire impacts to watershed conditions required substantial effort beyond the original pre-fire scope of work. This was associated with determining post-fire Curve Numbers, a parameter developed by the US Natural Resource Conservation Service related to watershed soil and vegetation conditions. After conducting extensive literature review, we adapted a methodology developed to estimate post-fire impacts to Curve Numbers based on a recent fire event that occurred near Los Alamos, New Mexico.

Once a methodology was developed, we digitized fire intensity impacts to soils and vegetation on BAER mapping produced by the US Forest Service. This information allowed us to assign a Curve Number representing the fire intensity that occurred in a mosaic across the watershed. We also developed methodology to assign Curve Numbers for watersheds historically burned that are still undergoing recovery and have not reached a stabilized ecological condition. Therefore, additional research and methodology development was needed.

Hydraulic models (HEC-RAS) for Upper Rio Ruidoso, Carrizo Creek, Cherokee Bill watersheds are complete. Additional fee and schedule are needed to cover the hydrologic and hydraulic analysis of all five fire impacted watersheds.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$79,557 Time & Materials

The remaining tasks below have yet to begin pending completion of the watershed modeling effort. The original scope for these tasks has been impacted by the South Fork and Salt Fires. To that end, this prompts a request for additional fee to support modifications to the task elements as shown below.

BMP Development and Measurable Goals

Prior to the fires, development of BMPs and establishing measurable goals was expected to be straight forward to address reductions in known TMDLs. The impact of the fire on the Rio Ruidoso has, no doubt, dramatically altered the existing base flow water quality conditions and those occurring because of storm events. To that end, addressing reductions in total phosphorus, total nitrogen, sediment and dissolved oxygen has become a much larger challenge. Supplemental fee to address these challenges is in order given the complexity of addressing an impacted watershed devoid of vegetation and soil cover in many areas.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$25,597 Time & Materials

Impairment Identification and Expected Load Reductions

Changes to the watershed will produce a substantial change in the pollutant profile and new impairments to the watershed. Projecting load reductions will require more robust analysis to address higher pollutant loads and potential addition of new water quality parameters.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$14,744 Time & Materials

Technical and Financial Assistance Needs

Given the availability of disaster recovery funds available from State and Federal agencies, additional effort is expected to identify and apply for these funds.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$12,524 Time & Materials

Outreach Materials Support

No additional fee is anticipated for this scope element. The need is the same, but the message will be modified due to changes in the watershed.

Interim Measurable Milestones

No additional fee is required for this effort, only a change in focus of parameters of interest.

Indicators of Measurable Progress

Additional effort is expected as a larger set of water quality parameters will be monitored to assess recovery in the watershed due to the fire impacts.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$10,827 Time & Materials

Monitoring Plan for Component List

Watershed conditions have been drastically modified, a shift away from a stable mature forest canopy that existed during the early planning stages of this project. A modified monitoring plan must evaluate a larger parameter list along with potentially increasing the number of monitoring locations. Increasing monitoring locations will allow for a more focused assessment of the impact of BMPs in fire affected subareas within the overall watershed.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$10,048 Time & Materials

Final WBP Document/Response to Comments

More literature review and background information must be incorporated into the final report to address fire impacts. Additional research and production of numerous exhibits is in order.

SUPPLEMENTAL TASK FEE (incl. NMGRT)

\$11,745 Time & Materials

TOTAL SUPPLEMENTAL FEE REQUESTED (incl NMGRT):

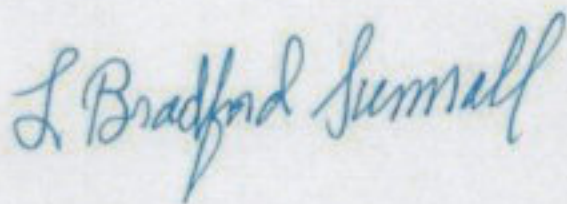
\$165,042

SUMMARY

CobbFendley is committed to supporting the Village of Ruidoso in their goal of recreating a pristine mountain stream supporting high-quality cold-water aquatic life and recreational opportunities. The tragedy of the South Fork and Salt fires has created new challenges to achieve desired water quality goals. Fire is a natural part of the western montane ecosystem and watersheds historically recover and thrive despite these drastic events. We appreciate being a part of the program to help in this recovery effort.

Please feel free to contact me with any questions or additional information needs. Thank you very much.

Sincerely,

A handwritten signature in blue ink that reads "L. Bradford Sumrall".

L. Brad Sumrall, PE
Principal
Senior Project Manager
Mountain Municipal Program

SUB-GRANT AGREEMENT

**NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER ACT SECTION 319
NONPOINT SOURCE PROGRAM FUNDS
FEDERAL ASSISTANCE PROGRAM 66.460
NONPOINT SOURCE IMPLEMENTATION GRANTS
FEDERAL ASSISTANCE AGREEMENT C9 996101-20 & C9 996101-21**

**NMED SUB-GRANT: 667-22319SQ-2A AMENDMENT No. 1
Village of Ruidoso, Ruidoso, NM**

This AMENDMENT to the SUB-GRANT AGREEMENT No. 667-22319SQ-2A (“Amendment”) is entered into between the New Mexico Environment Department of the State of New Mexico, hereinafter referred to as “NMED” or the “Agency,” and the Village of Ruidoso, hereinafter referred to as the “Grantee” or the “Sub-Recipient,” and is effective as of the date that it is executed by NMED (“Effective Date”).

The purpose of this Amendment is to:

- 1) Amend Section I, **Parties’ contacts**, to update Sub-Recipient and NMED contacts.
- 2) Amend Section II, **Incorporated Documents**, Attachment A: Project Work Plan, Section O, Implementation Plan and Schedule, to revise the Implementation Plan and Schedule to reflect the increased scope of work.
- 3) Amend Section IV, **Grant Amount**, to increase the agreement by \$221,960.00 from \$137,250.00 to \$359,210.00. The increased amount is necessary to allow modeling and analysis of three additional watersheds, in addition to the two watersheds specified in the original scope following the 2024 fires and flooding in the Ruidoso area and to decrease the Match requirement from 40% of the total Project cost to 10% of the total project cost.
- 4) Amend Section V, **Term of Agreement**, to extend the agreement an additional six months beyond the June 30, 2026, termination date to December 31, 2026. The extension is necessary to allow for NMED and EPA review and approval of the Watershed Based Plan.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

A. Section I, Listed below are the parties’ contacts:

Grantee’s Name and Address: Village of Ruidoso 313 Cree Meadows Ruidoso, NM 88345	Agency’s Name and Address: New Mexico Environment Department Surface Water Quality Bureau Watershed Protection Section P.O. Box 5469 Santa Fe, NM 87502-5469
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Grantee's Contact Information: Lynn Crawford, Mayor Phone: 575-258-4343 Email: lynncrawford@ruidoso-nm.gov Adam Sanchez, Public Works Director Phone: 575-973-0544 Email: adamsanchez@ruidoso.nm.gov	Agency's Contact Information: Ashlie Carabajal, Project Manager 505-629-2221 ashlie.carabajal@env.nm.gov Kate Lacey-Young, Watershed Protection Section Program Manager Surface Water Quality Bureau 505-946-8863 Kathryn.lacey@env.nm.gov
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B. Section II, Incorporated Documents

Attached and incorporated herein as part of this Agreement are the following documents.

Attachment A: Project Work Plan

The terms of this Agreement shall control the interpretation and enforcement of the incorporated documents. These incorporated documents are enforceable to the same extent as this Agreement.

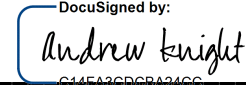
C. Section IV, Grant Amount is hereby amended to read as follows:

NMED has received an award of federal funds from the U.S. Environmental Protection Agency ("EPA") under Section 319 of the Clean Water Act ("Section 319") to support watershed-based planning in New Mexico. Subject to the terms and conditions set forth in this Agreement, NMED, as the pass-through entity, agrees to reimburse the Grantee for approved costs to complete the Project in a principal amount not to exceed three hundred fifty-nine thousand two-hundred ten dollars and zero cents (\$359,210.00). This amount represents no more than 90% of the total Project cost as itemized in the Project Budget found in Attachment A. The remaining 10% or more of the Project cost shall be provided by the Grantee as itemized the Project Budget as the matching amount required pursuant to 33 U.S.C. Section 1329(h).

By executing this Agreement and accepting grant funds, the Grantee is a sub-recipient of the Clean Water Act Section 319 grant and is subject to 2 C.F.R. part 200 and Clean Water Act Section 319 grant requirements enumerated in Section VII of this Agreement.

The parties have executed this Amendment on the dates set forth by their respective names.

DocuSigned by:



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6/24/2025

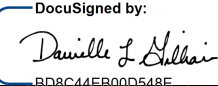
Andrew Knight, Office of General Counsel

New Mexico Environment Department

Date

Grant Issued and Administered by:

DocuSigned by:



BD8C44EB00D548E...

6/25/2025

James C. Kenney, Cabinet Secretary

New Mexico Environment Department

Date

Signed by:



06320B2320B7404...

7/1/2025

Lynn D. Crawford, Mayor

Village of Ruidoso

Date

Attachment A: Project Work Plan
FEDERAL ASSISTANCE AGREEMENT C9 996101-20 (7/1/2021-6/30/2026)
& C9 996101-21 (7/1/2024 – 6/30/2028)
State Project Number 23-C

A. Rio Ruidoso Watershed Improvement Project – Planning Phase
Applicant Information

Organization:	<u>Village of Ruidoso</u>		
Address:	<u>313 Cree Meadows Ruidoso, NM 88345</u>		
Contact Person:	<u>Adam Sanchez</u>	Title:	<u>Director, Public Works</u>
Phone:	<u>575/973-0544</u>	Email:	<u>adamsanchez@ruidoso-nm.gov</u>
FED. Tax ID #	<u>85-6000650</u>	Date of Incorporation:	<u>N/A</u> <i>(non-profits only)</i>

B. Project Manager

The project manager will be responsible for oversight of the approved project including: administering contracts; ensuring technical viability of the project; ensuring funds expended are within the budget and in accordance with applicable law; and ensuring that quarterly fiscal and technical progress reports, and a final report, are submitted to NMED.

Name:	<u>Adam Sanchez</u>		
Organization:	<u>Village of Ruidoso</u>		
Phone:	<u>575/973-0544</u>	Email:	<u>adamsanchez@ruidoso-nm.gov</u>

C. Start and End Dates

Planned project start date: (mm/dd/yyyy):	08/15/2023	Planned project end date (mm/dd/yyyy):	12/31/2026
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D. Project Area

Assessment Units:	<u>NM-2209.A 20</u>
12-digit Watersheds:	<u>130600080103 - Upper Rio Ruidoso, 130600080101- Carrizo Creek, 130600080106 - Middle Rio Ruidoso, 130600080102- Cherokee Bill Canyon, 130600080105- Devils Canyon</u>
Project area (stream miles):	<u>17.32</u>
Project area (acres):	<u>151,680</u>

Project area map:	(Please include in the final page or pages of your application, below.)
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E. Problem Description

Indicate the cause or causes of impairment (i.e. impairment parameters) in the streams listed in the “Project Area” section that will be addressed by the project. Provide the overall load reduction goals associated with TMDLs, if available.

As noted in EPAs approval of the work plan comments, “In addition to the TMDL load amount identified in Section E of the workplan, the load reduction/percent reduction amounts from table 3.9 of the TMDL will be useful for elements b and h of the WBP”. This information is added to the work plan to assist in the development of elements b and h of the WBP.

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameters	Load Reduction Goals in TMDLs (if available)	TMDL Notes
NM-2209.A_20	Rio Ruidoso (Carrizo Ck to Mescalero Apache bnd)	Nutrients; Phosphorus, Total; Temperature; Turbidity	Total Phosphorus – 3.39 lbs./day Total Nitrogen – 84.8 lbs./day	According to the OpenEnviroMap, this is a perennial stream that has impairments along 4.96 miles. It has an IR Category of 4A and the cycle it was last assessed in was 2020. The AU Comments state "TMDLs for temperature and turbidity (prior to split at Carrizo Ck). TMDL for nutrients (2016)."
NM-2209.A_21	Rio Ruidoso (US Hwy 70 Bridge to Carrizo Ck)	Escherichia Coli (E. Coli); Nutrients; Temperature	Total Phosphorus – 3.39 lbs./day Total Nitrogen – 84.8 lbs./day	According to the OpenEnviroMap, this is a perennial stream that has impairments along 7.97 miles. It has an IR Category of 4A and the cycle it was last assessed in was 2020. The AU Comments state "TMDLs for temperature and turbidity (prior to split at Carrizo Ck), E. coli, and nutrients."
NM-2209.A_22	Carrizo Creek (Rio Ruidoso to Mescalero Apache bnd)	Escherichia Coli (E. Coli)	Not Available	According to the OpenEnviroMap, this is a perennial stream that has impairments along 2.11 miles. It has an IR Category of 4A and the cycle it was last assessed in was 2014. The AU Comments state “A TMDL for E. coli (2015).”

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameters	Load Reduction Goals in TMDLs (if available)	TMDL Notes
NM-98.A_009	Grindstone Canyon (Grindstone Rsvr to headwaters)	None	Not Available	According to the OpenEnviroMap, this is an ephemeral stream that extends 1.12 miles. It has an IR Category of 3 and the cycle it was last assessed in was 2014. The AU Comments state “Hydrology Protocol-based UAA concluded this reach was ephemeral. UAA was approved by EPA in Oct 2013.”
NM-98.A_008	Grindstone Canyon (Carrizo Creek to Grindstone Rsvr)	None	Not Available	According to the OpenEnviroMap, this is an intermittent stream that extends 0.99 miles. It has an IR Category of 1 and the cycle it was last assessed in was 2014. There were no AU Comments.
NM-2209.B_20	Grindstone Canyon Reservoir	Temperature	Not Available	According to the OpenEnviroMap, this is a 28.66-acre reservoir. It has an IR Category 5 and the cycle it was last assessed in was 2016. The AU Comments state “WQS is under review.”
NM-2208_20	Rio Ruidoso (Eagle Creek to US HWY 70 Bridge)	Escherichia Coli (E. Coli); Nutrients: Turbidity	Not Available	According to the OpenEnviroMap, this is a perennial stream that has impairments along 9.12 miles. It has an IR Category of 4A and the cycle it was last assessed in was 2020. The AU TMDL for E. coli and turbidity (2015), TMDL for plant nutrients (2016)

Document 1 citation information:	<i>2022-2024 State of New Mexico CWA303(d), 305(b) Integrated Report</i>
Document 1 web site address:	https://cloud.env.nm.gov/water/pages/view.php?ref=8234&k=c19431341b
Document 2 citation information:	Rio Ruidoso (Carrizo Creek to Mescalero Apache bnd) TMDL
Document 2 web site address:	https://cloud.env.nm.gov/water/pages/view.php?ref=6419&k=a40d159ee4

Document 3 citation information:	Nonpoint Source Program and Grants Guidelines for States and Territories
Document 3 web site address:	https://www.epa.gov/sites/default/files/2015-09/documents/319-guidelines-fy14.pdf

F. Key Persons

Key Person 1:	Brad Sumrall, PE	Cobb Fendley & Associates, Inc.	Engineer for WBP
Key Person 1 Qualification Summary:	Mr. Sumrall has been providing consulting engineering services throughout the southwest for the last 32 years. His expertise includes watershed hydrology, stream and channel hydraulics, watershed stabilization, and storm water quality. He is well versed in programs focused on surface water quality including impacts due to fires, construction activities, mining disturbances, and utility infrastructure. Mr. Sumrall has designed projects that incorporate green storm water practices, low impact development, and land reclamation principals to the goal of stabilizing and enhancing watersheds around the region.		
Contractor?	CWA 319 funds allocated to Cobb Fendley & Associates, Inc. \$328,521.72		
Matching effort?	Village of Ruidoso's match paid to Cobb Fendley \$39,912.19		
Key Person 2 (if applicable):	N/A	N/A	N/A
Key Person 2 Qualification Summary:	N/A		
Contractor?	N/A		
Matching effort?	N/A		
Key Person 3:	Adam Sanchez	Village of Ruidoso	Project Management
Key Person 3 Qualification Summary:	Mr. Sanchez is a professional with over 20 years' for working with the Village of Ruidoso. He has supervised a variety of projects while working for the Village, including work that has been done within the river. He currently oversees the Water Production Department, Wastewater Collections Department, Regional Wastewater Treatment Plant, Water Distribution Department, Water Resource Department, and the Street Department.		

Contractor?	No CWA 319 funds allocated to Adam Sanchez – VOR employee
Matching effort?	Village of Ruidoso is not using Adam Sanchez’s efforts as match.

G. Methods Description

1. The Village of Ruidoso will hire a qualified contractor to develop the Watershed Based Plan (WBP). The contractor will be tasked to identify stakeholders, conduct outreach, identify issues of concern, set preliminary goals and develop indicators (a measurable parameter that will link pollutant sources to environmental conditions). In the proposal, the Contractor will have to identify:
 1. Methodology to identify stakeholders inside and outside of the Village of Ruidoso's boundaries?
 2. Methodology to collect and document information from stakeholders.

The contractor will be required to develop a database of stakeholders with contact information, a report outlining the stakeholder's key concerns, and a preliminary set of goals and indicators.

To facilitate stakeholder participation, the VOR along with the contractor will hold public meetings (in-person and zoom), provide updates in the Village of Ruidoso newsletter sent to all Ruidoso residents, develop a website that provides weekly updates, and surveys.

At a minimum, the Village of Ruidoso will invite the Mescalero Apache Tribe, Lincoln National Forest, and private property owners within the watershed, to participate in the project at each phase of the project and will include that specification in the scope of work for the contractor who will be working on stakeholder involvement.

2. There are multiple potential sources within the Rio Ruidoso watershed that could contribute to phosphorous loading, nitrogen, bacteria, and temperature impairments (EPA comment 2) to the Rio Ruidoso. All the potential pollutant source areas can be described as non-point sources (NPS). The development of TMDLs for each impairment on the Rio Ruidoso recognized many potential sources, including:

- Bridge & culverts
- Stream channelization
- Drought related impacts
- Dumping/garbage/litter/trash
- Gravel/dirt roads
- Pavement & impervious surfaces
- Residences and other urban buildings
- Urban runoff & stormsewers
- Waste from pets, domesticated elk, and deer
- Watershed runoff following multiple forest fires.

The Village will develop base mapping as part of its WBP development. The base mapping will be used by VOR staff to identify locations where the NPS sources cited above are obvious. This inventory of problems spots will be helpful as Village staff

develop another mapping layer of opportunity zones where urban runoff is concentrated and Best Management Practices (BMP's) for water quality improvement can be implemented.

As a first step, the WBP will look to existing literature and study work to estimate the expected pollutant load reductions that can be achieved with different stormwater BMP's. At each BMP location, we can scale the published load reduction estimates to the size of the facility being proposed. Ideally, we would have decades of detailed water quality measurements in the downstream receiving watercourse. Unfortunately, the existing data is sparse, much of which has been gathered by the NMED SWQB. The VOR is open to the inclusion of a water quality monitoring station on the Rio Ruidoso as part of the WBP, and we can staff the maintenance and data collection efforts associated with this station. This is certainly important for our long- term knowledge of the watershed but may not yield short term data that could conclusively document pollutant load reduction as a result of newly constructed BMP's.

Our mapping and assessment work will identify the stormwater management measures and locations where they will have the greatest impact on pollutant load reduction. The locations where these stormwater BMP's can be constructed are limited, and we must first focus on publicly owned lands. Public parks, both existing and proposed, offer a good opportunity for integrating stormwater BMP's into the landscape. Existing drainage easements in developed areas are few but will be added to the base mapping layers and assessed for potential BMP utilization. Privately held lands may be considered on a secondary basis, but it is difficult to backtrack on previously permitted land uses, and condemnation is considered an avenue of last resort.

The VOR will collect data from public land management agencies, local organizations, and individuals during the plan compilation.

There are several funding sources available to implement the recommendations in the WBP.

Below is a table identifying potential funding sources:

Source	Agency	Grant
Federal	U.S. Environmental Protection Agency	Clean Water Act Section 319 Restoration Grants (administered through NMED)
		5 Star Wetland and Urban Waters Restoration Grants
		Environmental Education Grants
	Natural Resource Conservation Service	Wetland Reserve Program
	U.S. Fish and Wildlife Service	North American Wetland Conservation Act
		Western Native Trout Initiative
		Fish Passage
		Partners for Fish and Wildlife
	U.S. Forest Service	Collaborative Forest Landscape Restoration Program
		Collaborative Forest Restoration Program
	U.S. Department of Agriculture	Joint Chiefs' Landscape Restoration Partnership
State	U.S. Department of Agriculture, Natural Resource Conservation	Environmental Quality Incentive Program (EQIP) (private lands cost matching)
	U.S. Bureau of Reclamation	WaterSMART
	New Mexico Environment Department	River Stewardship Program
	New Mexico Finance Authority	Water Project Fund
	New Mexico Dept. Of Game and Fish	NMDGF grant funds
Private & Public-Private Partnerships	New Mexico Community Foundation	NM River Conservation & Restoration Fund
	New Mexico State Forestry	New Mexico Forestry Division Watershed Restoration Project
	National Fish and Wildlife Foundation	Bring Back the Natives
		Southwest Rivers Program

The VOR will identify, mobilize, engage, and educate community groups and other watershed stakeholders. Collaboration with local acequia associations, residents and landowners, to develop activities that reduce pollutant discharges.

The WBP will include a priority list of projects that need to be implemented. Small projects may be constructed using Village GRT set aside for watershed improvements, but larger projects will require more funding than can be accomplished through the Village's annual operating budget. This means that the implementation schedule will be driven in part by the Village's ability to secure funding for each construction effort. These funds may come from future 319 grant applications, from capital outlay requests made to the State Legislature, or from other grant sources. Therefore, our schedule for implementation will be an evolving document, adjusted to implementing priority BMP's to the extent that funds can be secured.

The Village of Ruidoso recognizes that the efficacy of NPS management measures may not be obvious or easily measured immediately following BP implementation. Milestones for determining efficacy must be determined *after* BP implementation. If the water quality chemistry monitoring equipment is funded through this grant, then real data can be collected. Given the variability of weather & precipitation, the VOR believes that annual WQ data should be summarized and compared year-to-year. This may help smooth over some of the inevitable data spikes and may help determine WQ improvement trend-lines.

Monitoring criteria can be broken into 1) measurable changes in water quality chemistry, and the pollutant loading identified in the TMDL, and 2) theoretical load reductions based on the areas and land uses that are being mitigated by implementation of a particular BMP at a particular location. The water quality chemistry approach is straight forward in principle: reduce phosphorous loading to the levels required by the TMDL. Gathering sufficient real-world data may take time, effort, and new equipment, but the criteria is clear. The load reduction by inference approach can yield selection criteria more readily, using published data on BMP efficiency. However, this second approach is theoretical in nature, and should not be relied on solely as a determinant of project success.

The WBP will include a detailed monitoring plan, targeted towards measuring and documenting the pollutant load reductions we hope to achieve through BMP implementation. There are multiple components of a successful monitoring plan. At the global scale it will measure the scale and extent of BMP implementation in the watershed (which should increase over time). It will look at the total area of potential NPS pollutants and compare that with the total area of mitigation accomplished with BMP implementation. At a street level, VOR staff will complete field inspections after significant rainfall/runoff events, and visually assess the efficacy of stormwater management systems; was there sediment capture, was there a bathtub line where stormwater was clearly detained, is the infrastructure damaged or still functional, does there need to be maintenance work before the next storm event. At the micro level, we hope to have water quality measurements taken during each storm event, so we can gather real data and over time be able to witness improvements in water quality.

H. Complementary Programs and Match

The Village of Ruidoso's 10% match will be paid through cash. The contractor(s) will be paid with VOR funds, and these Match payments will be documented in VOR's invoices to NMED with proof of payment of the Match amount to the contractor.

I. Implementation Plan and Schedule

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Deliverable
1	Procurement	VOR Project Manager/Procurement Agent	02/07/2024	03/12/2024	RFP Award
2	Implement community involvement/Outreach.	VOR Project Manager	04/01/2024	12/31/2025	Public Meetings (In-person, virtual)
3	Develop QAPP and submit to NMED for approval	VOR	01/01/2024	4/30/2024	Approved QAPP
4	Identify causes and sources of pollution	VOR Project Manager	04/01/2025	07/31/2025	Base mapping, NPS identification map
5	Develop H&H model of watershed functions	Cobb Fendley	06/01/2024	03/31/2025	Hydrology Report
6	Develop plan for BMPs throughout the watershed with measurable milestones for BMP implementation and describe management measures in	VOR Project Manager & Cobb Fendley	07/31/2025	08/31/2025	BMP identification map and draft BMP priority list with milestone implementation schedule

	targeted critical areas				
7	Estimate expected load reductions	VOR Project Manager and Cobb Fendley	07/31/2025	08/31/2025	Load reduction estimates
8	Estimate technical and financial assistance needs	VOR Project Manager and Cobb Fendley	09/01/2025	09/30/2025	Estimated Cost Summary
9	Develop outreach materials for VOR website updates.	VOR Project Manager	09/01/2025	09/30/2025	Outreach Plan
10	Describe interim measurable milestones	VOR Project Manager and Cobb Fendley	10/01/2025	10/31/2025	Interim milestone list
11	Identify indicators to measure progress	VOR Project Manager and Cobb Fendley	09/01/2025	10/31/2025	Project progress indicator list
12	Develop a monitoring component list	Cobb Fendley	11/01/2025	12/31/2025	Monitoring component list
13	Quarterly Project Progress Reporting	VOR Project Manager/VOR Staff	12/31/2024	12/31/2026	Quarterly Progress Report
14	Write Final WBP Document	VOR Project Manager, Cobb Fendley	12/31/2025	06/30/2026	Draft WBP & Draft DMP document
15	Respond to comments, finalize documents	VOR Project Manager, Cobb Fendley	05/31/2026	11/30/2026	Final Document
16	Final Report	VOR Project Manager	12/01/2026	12/31/2026	Final Report

Task Number	Task Title	Task Description
1	Procurement	Develop scope of work for RFP, advertise RFP and select a Contractor for the project. Any scope of work generated for the RFP will be submitted to NMED for review and approval.
2	Implement Community Involvement/Outreach	Conduct public information meetings (in-person, virtual). The Mescalero Apache Tribe, Lincoln National Forest and private property owners will be invited.
3	Develop QAPP and submit to NMED for approval	Develop QAPP for all data collection activities for the development of the WBP.
4	Identify causes and sources of pollution	VOR staff to conduct field inspections of key watershed locations.

5	Develop H&H model of watershed functions	Develop hydrology model of watershed and sub-areas, route flows, develop return frequency estimates.
6	Develop plan for BMPs throughout the watershed with measurable milestones for BMP implementation and describe management measures in targeted critical areas	Identify key locations where BMPs are needed, compare with available lands for possible implementation. Prioritize BMP implementation measures, develop measurable milestones for BMP implementation and educate governing body regarding the importance of such measures.
7	Estimate expected load reductions	Calculate mitigation impact areas, “research published data on load reductions”.
8	Estimate technical and financial needs	Develop cost estimates for proposed BMPs, identify potential funding sources.
9	Develop outreach information for VOR web updates.	Develop information documents to post on the VOR website to inform stakeholder of project milestones.
10	Describe interim measurable milestones	Identify what measurable aspect of water quality could be monitored on an interim basis.
11	Identify indicators to measure progress	Follow-up and expansion of task no. 10.
12	Develop a monitoring plan.	Write a draft monitoring plan documenting changes in water quality impairments listed in the TMDL. Who, what, when, where, and how.
13	Quarterly Project Progress Report	Write and submit quarterly report.
14	Write Final WBP Document	Prepare final document, figures, tables, references, graphs, etc.
15	Respond to comment, finalize documents	Integrate comments from various stakeholders and Agency reviewers into final submitted documents. This task will include stakeholder review (30 days), revision based on stakeholder feedback (30 days), EPA review (60 days) and revision based on EPA comments (30 days)
16	Final Report	Write and submit final report.

Record of Deliverables from NMED to EPA by Task Number

Task Number	Task Title	Task Description
2	Implement Community Involvement/Outreach	VOR will conduct public information meetings (in-person, virtual). The Mescalero Apache Tribe, Lincoln National Forest and private property owners will be invited. NMED will provide Community Involvement/Outreach documentation to EPA.
3	Develop QAPP and submit to NMED for approval	VOR will develop QAPP for all data collection activities for the development of the WBP. NMED will submit

		QAPP to EPA for review and approval through the NMED QA Officer.
13	Quarterly- Project Progress Report	VOR will write and submit quarterly reports. NMED will provide quarterly- project progress reports to EPA via GRTS project updates.
14	Write Final WBP Document	VOR will prepare final document, figures, tables, references, graphs, etc. NMED will review and submit the WBP document to EPA for review.
15	Respond to comment, finalize documents	VOR will integrate comments from various stakeholders and Agency reviewers into final submitted documents. This task will include stakeholder review (30 days), revision based on stakeholder feedback (30 days), EPA review (60 days) and revision based on EPA comments (30 days). NMED will review and submit revisions and final WBP document to EPA for review and approval.
16	Final Report	VOR will write and submit the final report. NMED will submit the final report to EPA along with supporting documentation such as flyers from workshops, conferences, news articles, etc.

J. Letters of Commitment and Letters of Support

N/A

K. Budget

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Personnel: (State planned number of hours and hourly rate paid to each person.)			
Project Manager			
Other paid staff - (Identify each person. Add rows as necessary.)			
Benefits and Employee Withholdings – (enter the estimated costs of benefits and withholdings, if applicable, in one or more rows.)			
Equipment: (This is for the purchase of items costing \$5,000 or more. See 2 CFR 200.439.)			
Monitoring equipment (describe)			
Travel: (If applicable, enter one or more rows for per diem, mileage, lodging, and/or meals, using rates in accordance with your organization's written travel reimbursement policies, or use the rates applicable to New Mexico state employees, at 2.42.2 NMAC).			

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Per diem			
Mileage reimbursement (applicants may use the current Federal mileage rate)			
Per diem for volunteers			
Mileage match for volunteers			
Supplies: (individual items under \$5,000 each)			
Field supplies / seed / plants / feed / reclamation materials			
Monitoring supplies			
Office / meetings / public announcement supplies			
Materials donations			
Contractual – Direct Labor, Outside Services: (State hourly or daily rates for each person. Rates paid to consultants must not exceed \$675.80 per day or \$84.47 per hour, plus costs.)			
Heavy equipment (specify types and rates for equipment plus operator, if operator is included)			
Consultants / instructors	\$328,522	\$39,912	\$368,434
Field contractors/subcontractors: labor and services			
Workshop arrangements / publications (drafting, printing) / web site	\$30,688	\$0	\$30,688
Other:			
Map and photo duplication; postage/mailing costs			
Office / workshop venue; port-a-potty rentals; telephone			
Rent; insurance; utilities			
TOTAL	\$359,210	\$39,912	\$399,122
% of Total	% 90.0 *	% 10.0 *	100%

*NMED is amending the Rio Ruidoso Watershed Improvement Project – Planning Phase to reduce the match requirement to 10% for the Village of Ruidoso (sub-grantee) as stated in the 2024 Nonpoint Source Management Plan (approved by EPA December 11, 2024), “...NMED may reduce the match requirement to as low as 10% of total project costs, depending on [NMED’s] ability to comply with Section 319(h)(3) through other sources of non-federal funds that support the NPS Management Program, such as River Stewardship Program funds” ([2024 NPS Management Plan](#), page 21). NMED will meet it’s 40% non-federal match requirement for the Section 319 NPS Program grants from EPA through New Mexico’s state-funded River Stewardship Program. NMED is extending the 10% Match requirement to the Village of Ruidoso, heavily impacted by the 2024 fire season where substantial portions of the village was burned to the ground, allowing the Village of Ruidoso to use those funds elsewhere in their post-fire recovery process.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: October 7, 2025

Re: Discussion and Possible Action on Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

Item Summary:

Discussion and Possible Action on Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

Financial Impact:

Upon execution of the grant agreement, a budget adjustment will be prepared to record the funds in the Affordable Housing Enterprise Fund (Fund #507).

Item Discussion:

Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

Recommendations:

To Approve Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

ATTACHMENTS:

[Grant Agreement](#)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance and Administration, Bataan Memorial Building, Room 202, Santa Fe, New Mexico 87501, ("**Department**") and the Village of Ruidoso, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 30, Paragraph 4, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. 25-J2491-3 ("**Project**") June 30, 2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 30, Paragraph 4, Five Million Three Hundred Seventy Four Thousand Five Hundred Dollars and Zero Cents (\$5,374,500.00), for housing projects statewide.
- B. Grantee's total reimbursements shall not exceed Five Million Three Hundred Seventy Four Thousand Five Hundred Dollars and Zero Cents (\$5,374,500.00) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and Zero Cents (\$0.00), which equals Five Million Three Hundred Seventy Four Thousand Five Hundred Dollars and Zero Cents (\$5,374,500.00) ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**")"; and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2,

if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Village of Ruidoso
Name: Lynn D. Crawford
Title: Mayor
Address: 313 Cree Meadows Drive Ruidoso, NM 88345
Email: LynnCrawford@ruidoso-nm.gov
Telephone: 575-258-4343

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Village of Ruidoso
Name: Judi M. Starkovich
Title: Finance Director
Address: 313 Cree Meadows Drive Ruidoso, NM 88345
Email: JudiStarkovich@ruidoso-nm.gov
Telephone: 575-258-4343 Ext.1015

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Dawn Webster
Title: Senior Legislative Grant Manager
Address: Bataan Memorial Building Room 202 Santa Fe, NM 87501
Email: dawn.webster@dfa.nm.gov
Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever

shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).
- B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

- ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.

- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
 - g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, the Village of Ruidoso may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. Village of Ruidoso's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Village of Ruidoso or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Ruidoso or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Village of Ruidoso, the Village of Ruidoso may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Village of Ruidoso only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all

communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.

- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

Legal Counsel: (OPTIONAL)

Signature

(Print Name)

(Title)

Date

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): _____
G. Grant Balance: _____
H. Final Request for Payment (if applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:

- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
- b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
- c. Submission of supporting documentation as required by the Agreement.
- d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit (“Exhibit”) is incorporated into the New Mexico Capital Outlay Agreements (“Agreements”) between the State of New Mexico (“State”) and [Insert Partner Name] (“Partner”). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.