



Town of Mesilla, New Mexico

THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA
REGULAR MEETING AT THE MESILLA TOWN HALL,
2231 AVENIDA DE MESILLA

MONDAY, APRIL 22 2024 ~ 6:00 P.M.~

AGENDA

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL & DETERMINATION OF A QUORUM**
3. **CHANGES TO THE AGENDA & APPROVAL**
4. **PRESENTATIONS:**
 - a) **Bike to School Day Proclamation**
 - b) **Motorcycle Awareness Proclamation**
 - c) **National Day of Prayer Proclamation**
5. **PUBLIC INPUT ON CASES** – The public is invited to address the Board as allowed by the chair.
6. **APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)
 - a) ***BOT MINUTES** – Minutes of BOT, 04.08.2024
 - b) ***PZHAC CASE #061806** – 2533 Calle Tercera, submitted by Robert S Lopez. Requesting approval to install a black square tube gate on his property. ZONE: Historical Residential (HR).
 - c) ***PZHAC SIGN PERMIT #061812** - 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to place an exterior wall mounted store front sign. ZONE: Historical Commercial (HC).
 - d) ***PZHAC SIGN PERMIT #061813** – 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to hang a store front sign on an existing sign hanger. ZONE: Historical Commercial (HC).
7. **ACTION AND CONSIDERATION**
 - a. **PZHAC BUSINESS LICENSE #1225** – 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to operate a coffee shop type business. ZONE: Historical Commercial (HC).
8. **NEW BUSINESS**
 - a) **APPROVAL: Resolution 2024-10**
NMFA Project Approval for LGPF: Comprehensive Plan
 - b) **APPROVAL: Resolution 2024-11**
NMFA Project Approval for LGPF: Strategic Economic Development Plan
 - c) **APPROVAL: MPO (State Planning & Research (SPR) Grant – ALL MPO Match: 20% (Town of Mesilla Match 1%)**
 - d) **APPROVAL: Tyler Component Integrations**
 - e) **Approval: Medical Director Service Agreement 2024**
 - f) **DISCUSSION: Budget – Position Responsibility Overview**
 - g) **DISCUSSION: Budget – Position Pay Overview**

- h) DISCUSSION: Budget – Initial ICIP Overview**
PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.
- 9. BOARD OF TRUSTEE COMMITTEE REPORTS**
 - 10. BOARD OF TRUSTEE/STAFF COMMENTS**
 - 11. NEXT MEETING DATE: Worksession - Tuesday, April 30, 2024 at 4:00 p.m.**
 - 12. OPEN POSITIONS: Marshal, Deputy, Public Works Maintenance, Public Works Water,**
 - 13. Admin File Clerk**
 - 14. ADJOURNMENT**

NOTICE

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda can be found online at www.mesillanm.gov.

Posted 04.19PC.2024 online and at the following locations: Town Hall and Visitor's Center Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Short's Food Mart 2290 Avenida de Mesilla, and the U.S. Post Office 2253 Calle de Parian.



-Proclamation-

Establishing May 7, 2024 as National Bike to School Day in the Town of Mesilla and May as National Bike Month

WHEREAS, the Board of Trustees in the Town of Mesilla is pleased to recognize the accomplishments of the Town's residents, and

WHEREAS, the bicycle is a viable environmentally and economically sound form of transportation and an excellent form of recreation; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, students in Las Cruces Public Schools are encouraged to participate in the Safe Routes to School Program and to ride to school on National Bike to School Day on May 7, 2024, and

1WHEREAS, the League of American Bicyclists, The Town of Mesilla, the Mesilla Valley Metropolitan Planning Organization, Las Cruces Public Schools, local cycling clubs, and independent bicyclists are promoting greater public awareness of bicycle operation and safety education; and

WHEREAS, the Town of Mesilla continues to improve bicycle routes and trails for transportation and recreation, and the Town with Mesilla Valley MPO and Las Cruces Public Schools support the Safe Routes to School program; and

WHEREAS, bicyclists of all ages throughout the Mesilla Valley, and the nation, will be promoting bicycling as an environmentally friendly alternative to the automobile and a wholesome activity that improves health during the month of May 2024 through group rides, events, and commuting to school and work;

NOW THEREFORE, Be It Resolved that I, Russell Hernandez, proclaim May 7, 2024 as "National Bike to School Day" and May as National Bike Month in the Town of Mesilla, New Mexico and encourage everyone to consider the safety and health of children today and every day.

SIGNED, SEALED AND PROCLAIMED this 22nd day of April, 2024.

Russell Hernandez
Mayor



-Proclamation-

Declaring May 2024 as Motorcycle Awareness Month

- WHEREAS, motorcycles are used as a regular means of transportation for commuting, touring and recreation in and around Mesilla, New Mexico; and
- WHEREAS, the Town of Mesilla scenic roadways make motorcycling a very popular destination for riders from around the country; and
- WHEREAS, the safe operation of a motorcycle requires the use of acquired skills developed through a combination of training and experience, the use of good judgement, and thorough knowledge of traffic laws and licensing requirements; and
- WHEREAS, it is imperative that the residents of the Town of Mesilla be aware, show consideration and share the road with motorcycles on the streets and highways and recognize the importance of motorcycle safety; and
- WHEREAS, the National Highway Traffic Safety Administration has declared May as “Motorcycle Awareness Month”; it is the desire of this Town Council to join the NHTSA in raising awareness of the growing number of motorcyclists on city/town/village/county’s roadways in order to help prevent accidents and most importantly, save lives.

NOW THEREFORE BE IT RESOLVED,

I, Russell Hernandez, Mayor of the Town of Mesilla, on behalf of Board of Trustees, do hereby proclaim May 2024 as Motorcycle Awareness Month and encourage all New Mexicans to renew their commitment to safe driving practices, to watch for motorcyclists, and to be aware of all who share the road.

SIGNED, SEALED AND PROCLAIMED this 22nd day of April, 2024.

RUSSELL HERNANDEZ
MAYOR



-Proclamation-

DECLARING May 2, 2024, As a Day of Prayer

WHEREAS: The 73rd observance of the National Day of Prayer will be held on Thursday, May 2, 2024. Prayer brings people together - in the Unity of Spirit, Truth and Love. Appropriately, the theme for this year is "Pray Fervently in Righteousness and Avail Much"; and

WHEREAS: A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775; and

WHEREAS: The United States Congress in 1952 approved as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches, in groups and as individuals;" and

WHEREAS: The United States Congress, in 1988 by Public Law 100-307, as amended, established "An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated;" and

WHEREAS: Leaders and citizens of our communities, cities, states and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS: Recognizing the love of God, we, citizens of The Town of Mesilla, New Mexico, treasure the freedom to gather in prayer, exercising reliance on God's power in the face of present challenges and threats, asking for His blessing on every individual of our town; and

NOW THEREFORE BE IT RESOLVED,
that I, Russell Hernandez, Mayor of Mesilla, New Mexico, do hereby proclaim
May 2, 2024, as a Day of Prayer.

SIGNED, SEALED AND PROCLAIMED this April 22, 2024.

Russell Hernandez
Mayor

Town of Mesilla, New Mexico

THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA REGULAR MEETING AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA

MONDAY, APRIL 8, 2024 ~ 6:00 P.M.~

MINUTES

TRUSTEES: Russell Hernandez, Mayor
Adrianna Merrick, Mayor Pro Tem
Biviana Cadena, Trustee
Stephanie Johnson-Burick, Trustee
Gerard Nevarez, Trustee

STAFF: Ben Azcarate, Interim Marshal
Lorenzo Astorga, Interim Public Works Director
Tress Diaz, Sergeant
Edward Salazar, Community Development
Gloria S Maya, Town Clerk/Recorder

PUBLIC: Greg Lester Andrea Bryan
Trina Witter Pat Taylor

1. PLEDGE OF ALLEGIANCE

Mayor Hernandez led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call.

Present: Mayor Hernandez, Mayor Pro Tem Merrick, Trustee Cadena, Trustee Johnson-Burick, Trustee Nevarez

3. CHANGES TO THE AGENDA & APPROVAL

Motion passed unanimously.

4. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed by the chair.

No Public Input

5. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)

Motion passed unanimously.

- a) ***BOT MINUTES** – Minutes of BOT, 03.25.2024 *Approved by consent agenda*
- b) ***PZHAC STR CASE #061799** – 2341 Calle de Arroyo, submitted by Pat Taylor (Taylor Family Trust). Requesting approval to install a 6-foot coyote style fence on her property line for the purpose of privacy. ZONE: Historic Commercial (HC). *Approved by consent agenda*

- 1 c) ***PZHAC CASE #061801** – 1701 Calle de Mercado suite #1, submitted by Heart of the Desert.
2 Requesting approval to install a store front wall sign on the building. ZONE: Commercial (C).
3 *Approved by consent agenda*
4 d) ***PZHAC CASE #061802** – 1701 Calle de Mercado Suite #1, submitted by Hacienda
5 Investments, LLC. Requesting approval to install a triple sink, remove partition walls; extend
6 existing walls of storage/closet area with two (2) doors. ZONE: Commercial (C). *Approved by*
7 *consent agenda*
8 e) ***PZHAC CASE #061804** – 1770 Tierra de Mesilla, submitted by Migueles de Mesilla.
9 Requesting approval to enclose front porch of their commercial property. ZONE: Commercial (C).
10 *Approved by consent agenda*
11 f) ***PZHAC STR CASE #1220** – 2320 Calle de Santiago, submitted by Baltic & Mediterranean
12 LLC. Looking for approval to do business in Mesilla with a short-term rental. ZONE: Historical
13 Residential (HR). *Approved by consent agenda*

14 **6. NEW BUSINESS**

15 a) **DISCUSSION: Budget Planning 2025 – Organization Chart**

16 Mayor Hernandez presented the proposed Organization Chart.

17
18 Trustee Cadena asked for clarification on how these positions will be filled and their responsibilities.

19
20 Mayor Hernandez responded that some of the positions will be filled with current employees. Job
21 descriptions will be redone.

22
23 Trustee Johnson-Burick stated her concerns about the finance department being top heavy and the IT
24 function. The town struggles with infrastructure needs and does not feel the town needs a town manager.

25
26 Mayor Hernandez stated the Deputy Clerk is the fiscal agent for grants.

27
28 Trustee Nevarez stated we should be looking at the town's operation in the long term.

29
30 Mayor Hernandez reviewed the grants that are being applied which will bring extra revenue for the town.

31
32 Mayor Pro Tem Merrick stated her support for these proposed changes.

33
34 Mayor Hernandez stated we are looking at attaining the certification for Certified Local Government which
35 focuses on historic preservation.

36
37 Trustee Nevarez stated this new person will assist in working with new businesses and our current
38 businesses.

39
40 Mayor Hernandez stated this new person will also be working on ordinances.

41
42 Trustee Johnson-Burick stated the new person will be doing what Mr. Salazar is currently doing.

43
44 Mayor Hernandez responded this new position will also focus on the actual historic inventory of the town
45 and keeping the integrity of the zones. Ensuring information is available.

46
47 Trustee Cadena stated job descriptions will need to be specific.

Mayor Hernandez stated there will be communication between all involved. Positions will not be added until funding has been secured. Looking at Software upgrade to streamline all departments. Revenue and Expenditures will be brought forth at a worksession.

7. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.

No Public Input

8. CLOSED EXECUTIVE SESSION

- a) **Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) – Public Works Department Interviews**

Motion passed unanimously.

Entered Closed Executive Session at 7:03 p.m.

Motion passed unanimously – no action taken.

Entered Regular Meeting at 7:25 p.m.

9. APPROVAL: Any actions that may arise as a result of discussions in closed session.

Motion: To approve the hiring of Grounds/Maintenance worker for the Public Works Department, Moved by Trustee Johnson-Burick, Seconded by Mayor Pro Tem Merrick.

Roll Call Vote: Motion passed (summary: Yes-4)

Mayor Pro Tem Merrick Yes

Trustee Cadena Yes

Trustee Johnson-Burick Yes

Trustee Nevarez Yes

10. BOARD OF TRUSTEE COMMITTEE REPORTS

Trustee Johnson-Burick: MPO Meeting April 10th, DAC

Mayor Pro Tem Merrick: MPO Meeting April 10th, DAC

Mayor Hernandez: Friends of the Taylor Family April 10th, Advisory Board for the Taylor Monument Meeting.

11. BOARD OF TRUSTEE/STAFF COMMENTS

(Written staff reports included in packets)

Interim Marshal Azcarate introduced Deputy Ornelas and gave an update on the tragic event that took place in Mesilla and the work being done with the board liaison. Thanked Investigator Garcia and his staff for an amazing job.

Mr. Salazar gave an update on cases.

Mr. Astorga gave an update on items in the Public Works Department.

Ms. Maya stated in the past the Deputy Clerk and a Deputy Treasurer were separate positions; they were combined when I came on board.

1
2 Trustee Nevarez stated his comments regarding the organization chart and how things are moving forward.
3

4 Trustee Johnson-Burick stated she had good discussions with the Fire Department and Marshal Department.
5 Commented on the Automatic Aide Agreement which will be coming forth.
6

7 Interim Marshal Azcarate reviewed and explained the process for the agreement.
8

9 Trustee Cadena thanked the mayor for the organizational chart.
10

11 Mayor Pro Tem Merrick stated she and Mr. Astorga will be working on the budget.
12

13 Mayor Hernandez stated our team did more than their part during the tragic event that took place on April 1st. The
14 Automatic Aide Agreement will be a good thing for everyone involved.
15

16 **12. ADJOURNMENT**

17 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4).**
18

19 **MEETING ADJOURNED AT 7:49 P.M.**
20

21 **APPROVED THIS 22nd DAY OF APRIL, 2024**
22
23
24

25 _____
26 **Russell Hernandez**
27 **Mayor**

28 **ATTEST:**
29
30
31

32 _____
33 **Gloria S. Maya**
34 **Town Clerk/Treasurer**
35
36
37

BOARD ACTION FORM

AGENDA DATE

PZHAC: 4/15/2024

BOT:

ITEM: PZHAC CASE #061806 – 2533 Calle Tercera, submitted by Roberto S Lopez. Requesting approval to install a black iron gate on property. ZONE: Historical Residential (HR).

BACKGROUND AND ANALYSIS:

Mr. Lopez is requesting approval to install a square tube gate. His property has a rock wall fence but has no gate. He is having issues with dogs going on his property. Fence will be built by himself.

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

DEPARTMENT COMMENTS:

- **Meets development zone**
- **Meets all code requirements**

SUPPORTING INFORMATION:

- Application
- Parents death certificates
- Picture of property with proposed fence
- Site Pic

DETERMINATION NOTES

Approved via consent agenda without conditions, vote 3-0.

TOWN OF MESILLA
APPLICATION FOR ZONING PERMIT

Permit Fee \$ 64.00
Review Fee \$ 11.40
Total Fee \$ 75.40

RECEIVED
3/28/24

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. 061806 **ZONE:** HR **CODE:** AL **APPLICATION DATE:** 3/28/24

Roberto S. Lopez R0400540 (575) 915-6938
Name of Property Owner Dona Ana County Account/Parcel # Property Owner's Telephone #
P.O. Box 913 Mesilla, New Mexico 88046
Property Owner's Mailing Address City State Zip Code
Cowboy090470@yahoo.com
Property Owner's E-mail Address
Applicant's DL/ID Number
Self
Contractor's Name & Address (If none, indicate Self)
N/A N/A
Contractor's Telephone Number Contractor's License Number

Address of Proposed Work: 2533 Calle Tercera Mesilla, N.Mex 88046

Description of Proposed Work: Double Gate To Close off Property From Unwanted foot traffic, Parking + Animals Gate Consist of 1" Square tubing with 1/2" bolster Spaced 4" apart to Help Keep animals off property Fence Gate will also Have expanded Metal Screen on Bottom Portion of Gate for added Security

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

1. ☐ Site plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was **LEGALLY** subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. ☐ Window replacement, need data sheet of new windows.
3. ☐ Foundation plan, new construction plans in full size drawings.
4. ☐ Floor plan showing rooms, their uses, and dimensions.
5. ☐ Cross section of walls.
6. ☐ Roof and floor framing plan.
7. ☐ Proof of property ownership (Warranty Deed/Property Tax Receipt)
8. ☐ Drainage plan (commercial).
9. ☒ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. ☒ Valid government issues identification (Driver License/ID/Passport)

\$1,219.06
Estimated Cost

Roberto S. Lopez
Signature of Applicant

3-28-24
Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. **All zoning permits expire after one year from date issued.**
*****ALL permits must be displayed in clear view until final inspection*****

FOR OFFICIAL USE ONLY

PZHAC APPROVAL REQUIRED: YES ☒ NO ☐

BOT APPROVAL REQUIRED: YES ☒ NO ☐

PZHAC ☐ Administrative Approval
☐ Approved Date: _____
☐ Disapproved Date: _____
☐ Approved with conditions

BOT ☐ Approved Date: _____
☐ Disapproved Date: _____
☐ Approved with Conditions

CID PERMIT/INSPECTION REQUIRED: YES ☐ NO ☒

PERMISSION ISSUED / DENIED BY: _____

ISSUE DATE: _____

STATE OF NEW MEXICO
CERTIFICATE OF DEATHNew Mexico Vital Records and Health Statistics
State of New Mexico
United States of America

No.5204547

DECEDENT'S LEGAL NAME <<<Natalia Gonzalez Lopez>>>		IF FEMALE, MAIDEN NAME <<<Gonzalez>>>	
DATE OF DEATH December 23, 2022	TIME OF DEATH 09:18	SEX Female	SOCIAL SECURITY NUMBER [REDACTED]
MARITAL STATUS Married		SURVIVING SPOUSE - If wife, maiden name <<<Eduardo Lopez>>>	
DATE OF BIRTH August 17, 1933	BIRTH PLACE Mesilla, New Mexico	SERVED IN U.S. ARMED FORCES Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
DECEDENT'S RACE White	TRIBE <<<>>	HISPANIC Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
DECEDENT'S RESIDENCE COUNTY Dona Ana		DECEDENT'S RESIDENCE STATE New Mexico	
MOTHER'S FULL MAIDEN NAME <<<Narcisa Gonzalez Gonzalez>>>		FATHER'S FULL NAME <<<Carlos Fierro Gonzales>>>	
METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Other (Specify):		DISPOSITION LOCATION San Albino Cemetery	
FUNERAL SERVICE FACILITY Baca's Funeral Chapels, Las Cruces		COUNTY OF DEATH Dona Ana	
PLACE OF DEATH 2461 W Calle De Parian	TYPE OF PLACE Decedent's Residence	NAME OF PERSON CERTIFYING CAUSE OF DEATH <<</S/ Jose Leos Flores MD>>>	
MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Undetermined <input type="checkbox"/> Pending Investigation			
CAUSE OF DEATH PART I. Events such as diseases, injuries, or complications that directly caused the death.			
a. Malnutrition			
b. Diabetes Mellitus			
c. Memory Loss; Dementia			
d. Frailty			
PART II. Other significant conditions contributing to death. Anemia; Hypothyroidism			

File Number: 2022-022262

File Date: January 25, 2023

Order Number: 20230106031

Renee Valencia, State Registrar**CERTIFIED COPY OF VITAL RECORD**

This is a true and exact reproduction of all or part of the document officially registered and filed with the New Mexico Bureau of Vital Records and Health Statistics, Department of Health.



DATE ISSUED Jan-26-2023

WARNING: IT IS ILLEGAL TO ALTER, COPY OR COUNTERFEIT THIS CERTIFICATE.
 ADVERTENCIA: ES ILLEGAL ATERAR, COPIAR O FALSIFICAR ESTE CERTIFICADO.

The back of this document contains a watermark. Hold up to light to view.

CERTIFICATE OF DEATH

New Mexico Vital Records and Health Statistics
State of New Mexico
United States of America

No. 5254594

The back of this document contains a watermark. Hold up to light to view.

DECEDENT'S LEGAL NAME <<<Eduardo Rocha Lopez>>>		IF FEMALE, MAIDEN NAME <<<>>>	
DATE OF DEATH December 31, 2022	TIME OF DEATH 02:40 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>	SEX Male	SOCIAL SECURITY NUMBER [REDACTED]
MARITAL STATUS Widowed	SURVIVING SPOUSE - If wife, maiden name <<<>>>		
DATE OF BIRTH April 16, 1928	BIRTH PLACE Norman, Arizona	SERVED IN U.S. ARMED FORCES Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
DECEDENT'S RACE White	TRIBE <<<>>>	HISPANIC Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
DECEDENT'S RESIDENCE COUNTY Dona Ana		DECEDENT'S RESIDENCE STATE New Mexico	
MOTHER'S FULL MAIDEN NAME <<<Catalina Rocha>>>		FATHER'S FULL NAME <Pedro Rocha Lopez>>>	
METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) <<<>>>		DISPOSITION LOCATION San Albino Cemetery	
FUNERAL SERVICE FACILITY Baca's Funeral Chapels, Las Cruces		COUNTY OF DEATH Dona Ana	
PLACE OF DEATH 2461 W Calle Parian		NAME OF PERSON CERTIFYING CAUSE OF DEATH <<<Daniel Fernando Gallego Umana>>> Signature Electronically Authenticated	
MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Undetermined <input type="checkbox"/> Pending Investigation		CAUSE OF DEATH PART I. Events such as diseases, injuries, or complications that directly caused the death. a. Hypertensive and atherosclerotic cardiovascular disease b. <<<>>> c. <<<>>> d. <<<>>> PART II. Other significant conditions contributing to death. <<<>>>	



File Number: 2022-022741

File Date: March 29, 2023

Order Number: 20230314676

Renee Valencia, State Registrar

CERTIFIED COPY OF VITAL RECORD

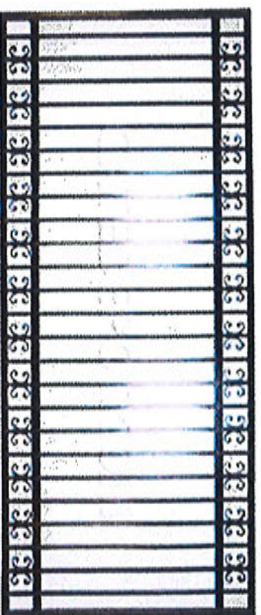
This is a true and exact reproduction of all or part of the document
officially registered and filed with the New Mexico Bureau of
Vital Records and Health Statistics, Department of Health.



DATE ISSUED: Mar-29-2023

WARNING: IT IS ILLEGAL TO ALTER, COPY OR COUNTERFEIT THIS CERTIFICATE.
ADVERTENCIA: ES ILEGAL ALTERAR, COPIAR O FALSIFICAR ESTE CERTIFICADO.

2533 CALLE TERCERA



(1 of 2)

Parcel: LOPEZ NATALIA G & EDUARDO

ACCOUNT NUMBER: R0400540

OWNER NAME: LOPEZ NATALIA G &
EDUARDO

MAILING ADDRESS: PO BOX 913

CITY: MESILLA

STATE: NM

ZIP: 88046-0913

SUBDIVISION NAME:

SITE ADDRESS: CALLE TERCERA

ACREAGE: 0.20

SQUARE FOOTAGE: 8,712.00

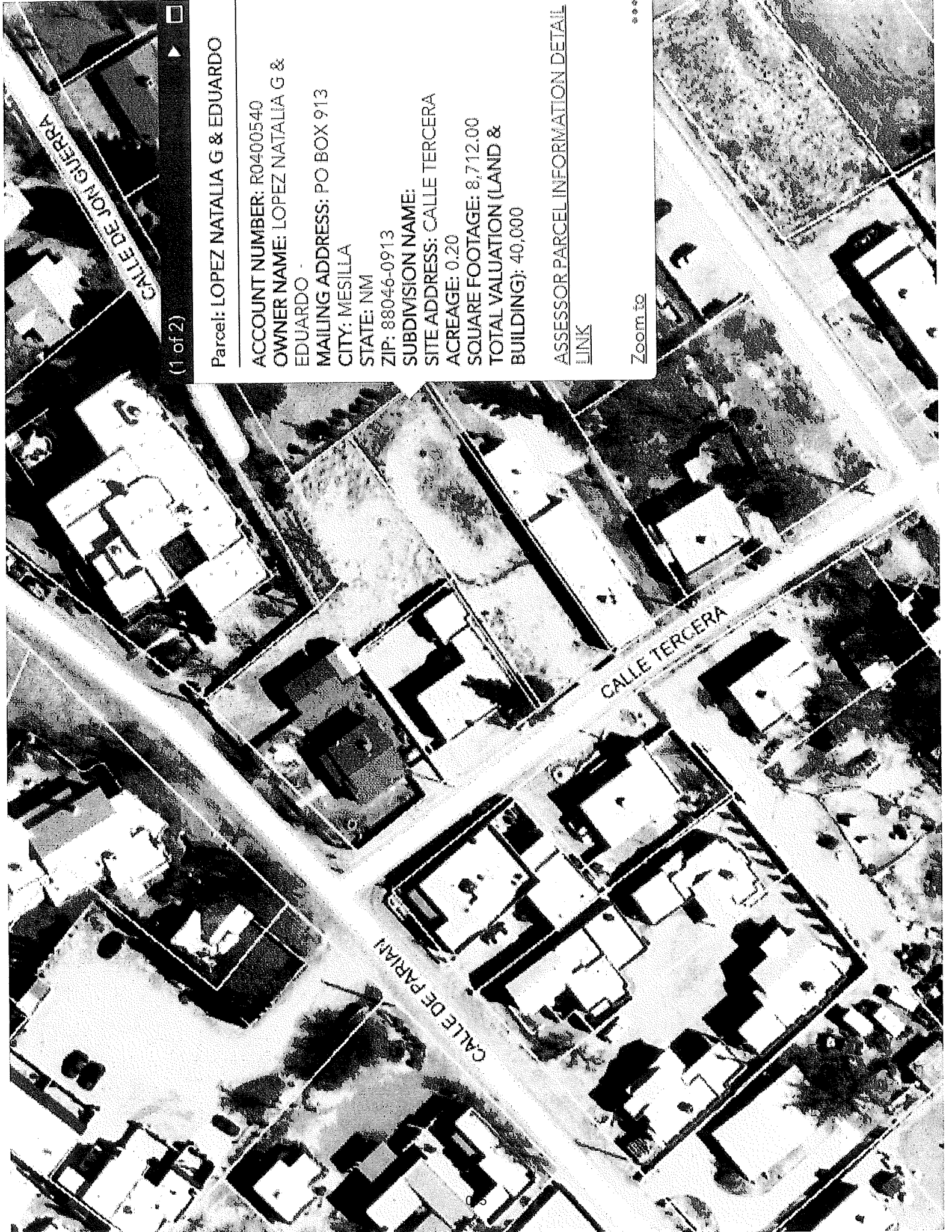
TOTAL VALUATION (LAND &

BUILDING): 40,000

ASSESSOR PARCEL INFORMATION DETAIL

[LINK](#)

Zoom to



4B-306. Letters Administration (no will).

[For use with Rule 1B-304 NMRA]

ENDORSED COPY

2023 SEP 25 PM 12:12

STATE OF NEW MEXICO
IN THE PROBATE COURT
Dona Ana COUNTY

IN THE MATTER OF THE ESTATE OF
Eduardo R. Lopez, DECEASED.

No. 23-0272

Aka Eduardo Rocha Lopez
**LETTERS OF ADMINISTRATION
(NO WILL)**

TO WHOM IT MAY CONCERN:

Notice is now given that PATRICIA A Lopez (name of personal representative) has been appointed to serve as the personal representative of the estate of Eduardo R. Lopez and has qualified as the personal representative of the estate of the decedent by filing with the court a statement of acceptance of the duties of that office.

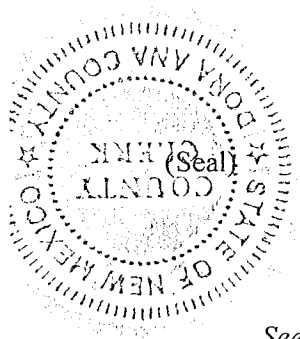
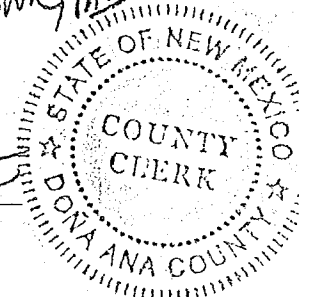
The personal representative has all of the powers and authorities provided by law and specifically, by Section 45-3-715 NMSA 1978.

Issued this 1 day of November, 2023

[Signature]
Clerk of the Probate Court

ATTEST: 11/1/23
A True Copy of the Original Instrument Filed In
Compliance with the Laws of the State of New Mexico.
Dona Ana County Clerk and Ex-Officio Clerk of the
Probate Court.
By: Norma Roberts Deputy

By: Norma Roberts
Deputy Clerk



USE NOTE

See NMSA 1978, Section 45-3-103 and NMSA 1978, Section 45-3-601 for issuance of letters.

[Approved, effective September 15, 2000; as amended by Supreme Court Order No. 07-8322-005, Effective March 1, 2007; 4B-106 recompiled and amended as 4B-306 by Supreme Court Order No. 18-8300-014. Effective for all cases pending or filed on or after December 31, 2018]

BOARD ACTION FORM

AGENDA DATE

PZHAC: 4/15/2024

BOT:

ITEM: PZHAC SIGN #061812 – 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to install a hanging sign above the entrance if approved coffee shop. ZONE: Historical Residential (HR).

BACKGROUND AND ANALYSIS:

Sign will be made out of wood with vinyl lettering and hung on the exterior wall of the business, facing Calle de Santiago. There will be no lighting of the sign. Measurements approximately 5' x 3.'

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

DEPARTMENT COMMENTS:

- 2 signs allowed per business in Historical Commercial zone MTC 18.65.220.
- 15 square feet maximum or no more than 10% of wall. MTC 18.65.140 Sec A
- Sign can't be greater than 6" thick MTC 18.65.140 Sec B
- Meet all code requirements

SUPPORTING INFORMATION:

- Application
- Pictures
- Dimensions
- Placement location

DETERMINATION NOTES

Sample of sign and sign design submitted.
Approved w/out conditions, vote 3-0.



Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: 04-08-24

EL Chanate Coffee Co.
Name of Business

Mayra A. Ramirez
Name of Applicant

2319 Calle De Guadalupe
Address of Business

3805 Tiger Eye Dr
Address of Applicant

Mesilla NM 88046
City State Zip

Las Cruces NM 88012
City State Zip

575-680-0723
Telephone Number

575-993-4787
Alternate Telephone Number

Location and description of Sign:

(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

Make of wood and vinyl



For Office Use Only

Administrative Approval: _____

PZHAC Approval: _____

BOT Approval: _____

Permit Fee: _____

Date of Payment: _____

CASE NUMBER: 061812







el

022

chocolate
COFFEE CO!



BOARD ACTION FORM

AGENDA DATE

PZHAC: 4/15/2024

BOT:

ITEM: PZHAC SIGN #061813 – 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to install a hanging sign above the entrance if approved coffee shop. ZONE: Historical Residential (HR).

BACKGROUND AND ANALYSIS:

Sign will be made out of wood with vinyl lettering and hung from an existing sign hanger on the wall. There will be no lighting of the sign. Measurements approximately 3' x 2.'

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

DEPARTMENT COMMENTS:

- 2 signs allowed per business in Historical Commercial zone MTC 18.65.220.
- 15 square feet maximum or no more than 10% of wall. MTC 18.65.140 Sec A
- Minimum of 7 ft from the bottom of the sign to the ground. MTC 18.65.160 Sec B
- Meet all code requirements

SUPPORTING INFORMATION:

- Application
- Pictures
- Dimensions
- Placement location

DETERMINATION NOTES

Approved via consent agenda, 3-0 vote.



Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: 04-08-24

El Chanate Coffee Co.
Name of Business

Mayra P. Ramirez
Name of Applicant

2319 Calle De Guadalupe
Address of Business

3805 Tiger Eye Dr
Address of Applicant

Mesilla NM 88046
City State Zip

Las Cruces NM 88012
City State Zip

575-680-0723
Telephone Number

575-993-4787
Alternate Telephone Number

Location and description of Sign:

(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

made of wood and vinyl



For Office Use Only

Administrative Approval: _____

PZHAC Approval: _____

BOT Approval: _____

Permit Fee: _____

Date of Payment: _____

CASE NUMBER: 061813









el chanate
COFFEE CO.

BOARD ACTION FORM

AGENDA DATE

PZHAC: 4/15/2024

BOT:

ITEM: PZHAC LICENSE #1225 – 2319 Calle de Guadalupe, submitted by El Chanate Coffee Co. Requesting approval to operate a coffee shop. ZONE: Historical Residential (HR).

BACKGROUND AND ANALYSIS:

Mayra Ramirez is looking to expand her business and open a coffee shop in Mesilla. Mrs. Ramirez, “El Chanate Coffee Co” will be selling authentic coffee and other traditional Mexican drinks such as, champurrado, atole, maisena, canela etc. Along with their hot drinks, they will also be reselling traditional Mexican pastries.

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

DEPARTMENT COMMENTS:

- **No interior construction necessary**
- **No record of this location having a prior business**
- **Not necessary for full kitchen, just a place to wash dishes.**
- **Employee parking in the rear of building**
- **All pastries will be purchased and resold, no baking or cooking**

SUPPORTING INFORMATION:

- Application
- Landlord letter of intent to lease if approved
- State of New Mexico Articles of Organization (LLC registration)
- Floor plan
- Parking site plan

DETERMINATION NOTES

Approved, no conditions, 3-0 vote.

Town of Mesilla, New Mexico

Phone (575) 524-3262

P.O. Box 10

2231 Avenida de Mesilla, Mesilla, NM 88046



2024 BUSINESS REGISTRATION APPLICATION

(PLEASE PRINT)

DATE: 04-08-24

CASE NO: 1225

NEW \$ 35 RENEWAL \$ LATE FEE \$ PARKING \$ TOTAL \$
\$35 \$35 \$10 (IF APPLICABLE)

APPLICANT'S INFORMATION

APPLICANT NAME <u>Mayra A. Ramirez</u>		MAILING ADDRESS <u>P.O. Box 13166 Las Cruces, NM 88013</u>
DRIVER LIC # <u>507731157</u>	PHONE # <u>575-993-4707</u>	EMAIL <u>Palomarez88@gmail.com</u>

BUSINESS INFORMATION

BUSINESS NAME <u>EL Chanate Coffee CO.</u>		PHYSICAL ADDRESS <u>2319 Calle de Guadalupe</u>
PHONE # <u>575-680-0723</u>		MAILING ADDRESS <u>2319 Calle de Guadalupe</u>
TAX ID # <u>TBD</u>	# OF EMPLOYEES <u>5</u>	EMAIL ADDRESS <u>elchanatecoffeecc@gmail.com</u>
OWNER/LANDLORD <u>Viola Tafaya</u>	MAILING ADDRESS <u>elchanatecoffeecc@gmail.com</u>	PHONE # <u>575-689-4083</u>

EMERGENCY CONTACT INFORMATION

NAME	ADDRESS	TELEPHONE #
ALARM COMPANY (IF APPLICABLE)		TELEPHONE #

BUSINESS TYPE

(CHECK ALL THAT APPLY)

☒ FOOD ☒ RETAIL ☒ ENTERTAINMENT ☐ BAR/LOUNGE
☒ SERVICE ☐ HOME OCCUPATION ☐ CONSTRUCTION OTHER

APPLICANT HEREBY STATES UNDER OATH THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE TRUE AND VALID.

Mayra A. Ramirez
SIGNATURE OF APPLICANT/TITLE

DATE 04-08-24

SIGNATURE OF BUILDING OWNER/LANDLORD

DATE _____



Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

El Chanate Coffee Company, LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:

(1) The name of the initial registered agent at the address is:

First Name	Last Name
Mayra	Ramirez

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	3805 Tiger Eye	Las Cruces	NM	88012	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
2319 Calle De Guadalupe	Las Cruces	NM	88005	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
2319 Calle De Guadalupe	Las Cruces	NM	88005	USA

Email Address: Elchanatecoffeeco@gmail.com

Phone: NONE

ARTICLE FOUR: (Check only if applicable):

☐ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name

Physical Address

Mailing Address

ARTICLE FIVE: (Check only if applicable):

☒ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and
address:

Name

Physical Address

Mailing Address

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

04/05/2024

Purpose: Coffee shop & Retail

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

First Name	Last Name
Mayra	Ramirez

**Statement of Acceptance of Appointment by
Designated Initial Registered Agent**

If the Registered Agent listed on Article Four is an individual, complete **box one**.

If the Registered Agent listed on Article Four is a corporation or LLC, complete **box two**.

Please Note: the limited liability company filing these articles cannot be listed as their own registered agent.

Box One - Individual as Registered Agent

I, Mayra A Ramirez
(Registered Agent's Printed Name)
the undersigned individual, hereby accept the appointment as initial registered agent of
El Chanate Coffee Company, LLC
(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

(Registered Agent's Signature)

Box Two - Corporation or LLC as Registered Agent

I, _____
(Authorized Person's Printed Name and Title)
the undersigned individual on behalf of _____
(Registered Agent Corporate/ Company Name)
hereby accept the appointment as initial registered agent of

(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

(Authorized Person's Signature)



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

MAYRA RAMIREZ
PO BOX 13646
LAS CRUCES. NM 88013-3646

PAYMENT RECEIPT

PAYMENT RECEIPT NUMBER: **891398**
PROCESSED BY: **Mayra Ramirez**
PROCESSED DATE: **04/05/2024**

PAYEE INFORMATION

Payee: Mayra Ramirez PO Box 13646 Las Cruces, NM 88013-3646	Payee ID: [REDACTED]
Email: ELCHANATECOFFEECO@GMAIL.COM	Telephone Number:

TRANSACTION DESCRIPTION

Transaction Type: BUSINESS FORMATION	Expedite: NONE	Entity Type: Domestic Limited Liability Company
Business Name: El Chanate Coffee Company, LLC	Filing Date: 04/05/2024	Business ID #: NONE
Workorder #: 2017590999	Number of Pages: 3	

PAYMENT INFORMATION

Filing Fee: \$50.00
Total Payment Amount: \$50.00
Payment Type: ECheck FOR \$50.00

Dear Mayra Ramirez,

Thank you for taking your time in creating an account with New Mexico Secretary of State.

Your request was received and an account has been created for you. Below are the details for your account:

User ID: MARami

Filer ID: 460452

Email Address: ELCHANATECOFFEECO@GMAIL.COM

Registered On: 4/5/2024 9:00:52 PM

You can access the New Mexico Secretary of State, Operations Division website using the following link:

<https://portal.sos.state.nm.us/bfs>

Thank you.

Sincerely,

Office of the Secretary of State

Corporations and Business Services

325 Don Gaspar, Suite 300

Santa Fe, NM 87501

April 15, 2024

To: The Town of Mesilla
2231 Avenida de Mesilla
Mesilla, NM 88046

Myra and Joel O. Palomarez have permission to rent the space for a coffee shop: at 2309 Calle de Guadalupe, #2 Mesilla, NM 88046. Specific space: Back room on north side of building.

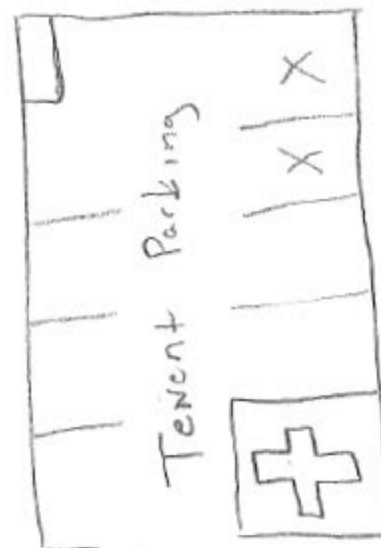
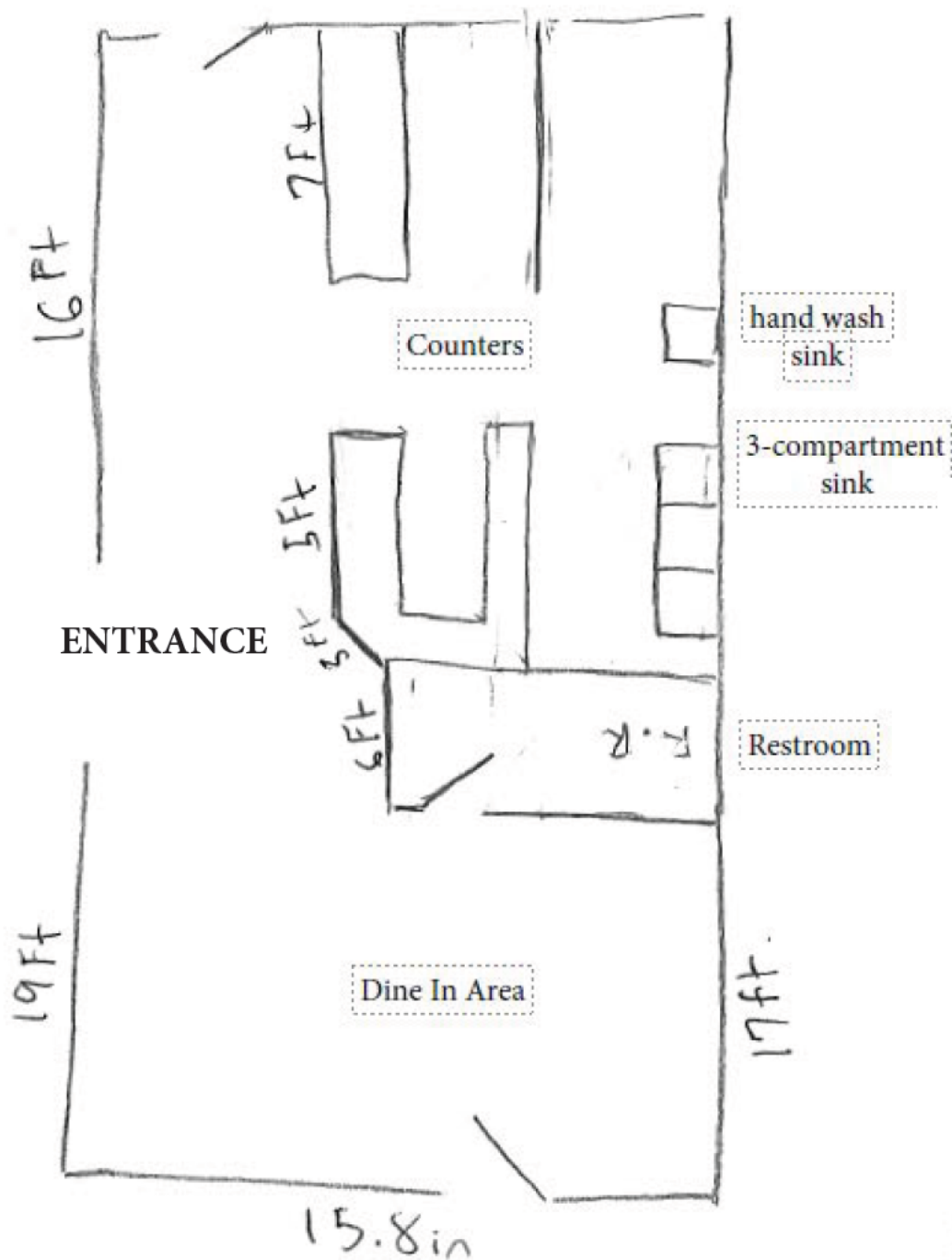
Sincerely,



Viola Tafoya, property owner
575-639-4083

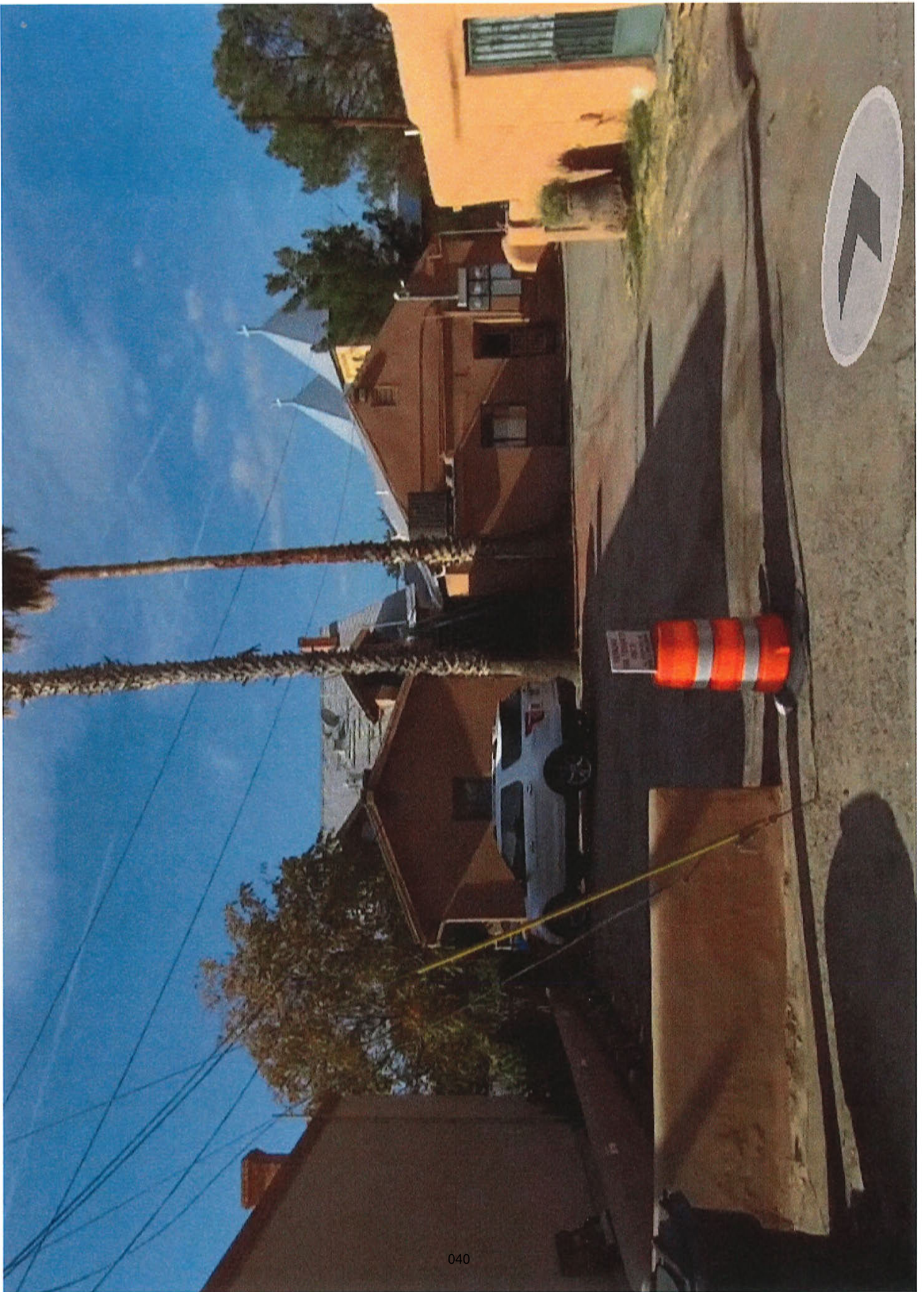
CALLE DE GUADALUPE

CALLE DE SANTIAGO











(1 of 2) ▶

Parcel: TAFOYA LARRY R TRUSTEE

ACCOUNT NUMBER: R0400318

OWNER NAME: TAFOYA LARRY R TRUST

MAILING ADDRESS: PO BOX 1315

CITY: LAS CRUCES

STATE: NM

ZIP: 88004

SUBDIVISION NAME:

SITE ADDRESS: 2309 CALLE DE GUADAL

#UNIT A-B

ACREAGE: 0.20

SQUARE FOOTAGE: 8,712.00

TOTAL VALUATION (LAND &
BUILDING): 211,386

[ASSESSOR PARCEL INFORMATION DETAIL
LINK](#)

[Zoom to](#)



**PLANNING AND ZONING HISTORIC APPROPRIATNESS COMMISSION
PUBLIC HEARING SUP #061805 NOTES
APRIL 15, 2024**

In efforts to be transparent and improve communication between PZHAC and BOT, PZHAC will be forwarding meeting notes on topics worth mentioning. These notes will be a brief description unless item is contriversional in which I will explain in detail Please advise if you have any questions.

- Special Use Permit #061805, Taylor House Museum & Reynold's/Barelas stores hearing was held. Department of Cultural Affairs State of New Mexico applied for SUP and was represented by Matthew O'Reilly, Cabinet Secretary Garcia y Greigo and Deputy Cabinet Secretary Lopez.

Approved 3-0.

- PZHAC to approve Facts of Findings and Conclusions on May 6th and case will be forwarded to BOT on May 13, 2024.

**PLANNING AND ZONING HISTORIC APPROPRIATNESS COMMISSION
REGULAR MEETING NOTES
APRIL 15, 2024**

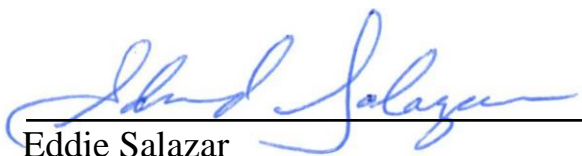
- Cases approved on consent agenda,
 - #061806 – Iron square tube gate on Calle Tercera
 - #061812 – Sign Permit for new coffee shop business, El Chanate
 - #061813 – Sign permit also for El Chanate Coffee Co.
- PZHAC Case #061814 submitted by Ruben Smith requesting approval to allow to paint a mural on his historical residential home, 2729 Calle de San Albino.
 - Request was denied 3-0 due to an unclassified request MTC 18.55.040 (B)
 - Commission expressed interest in having a mural ordinance in place to regulate murals within Mesilla. There is little to no mention of murals within our code. Need better detailed specifics. Suggested mural was nice but unable to approve. CEC to look into possibly proposing an ordinance soon.
- Business license #1225, El Chanate Coffee Co, 2319 Calle de Guadalupe approved 3-0.

- Would like to invite our governing board, to review MTC 5.05.031. It clearly specifies the PZHAC have final decision on business approvals. Only time it goes to BOT is when decision is appealed within 3 days. In order to continue forwarding business approvals to the BOT an ammendment to our code needs to be placed that requires it.

DISCUSSION(S)

- 2090 SnowRd – Property is being sold and buyer is interested in purchasing. It is in the Rural Farm zone. Property has two historic buildings in bad conditions and are being considered for a “venue” type opportunity.
 - Buyer is a local resident and is willing to renovate and preserve these buildings and keep them from being lost if left abandoned.
 - Buyer understands proposal is not allowed within our current code but is asking if there are any channels to make this possible.
 - Commission was divided on the opportunity but expressed remorse as they are not able to even suggest approval the way our ordinances are written. CEC to review opportunities with buyer and present suggestions to the BOT.
- Short-Term Rentals – Commission was emailed a draft copy of a ordinance to create a discussion on what other municipalities have in place and determine how we can learn from them and amend to our specific community. Why re-invent the wheel if extended efforts have already been made by other municipalities to include, legal review.
 - This was simply an introduction to how, when, where, what ordinances are created. The definition of zone overlays and how they benefit our code when used with items such as STRs. Advised commission a workshop will be scheduled soon to review draft and start working on our much needed municipal code.

Regards,



Eddie Salazar
Town of Mesilla CDC



Town of Mesilla, New Mexico

RESOLUTION NO. 2024-10

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the Town of Mesilla, is a duly organized local government created and formed pursuant to meeting held on the 2nd day of June, 1959, authorizing incorporation of the Town of Mesilla and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Department of Finance Administration ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Governing Body of the Town of Mesilla, desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop a long-term master plan of the 2024 Comprehensive Plan ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in whole with financial assistance from the Fund has been completed,

submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of April, 2024.

By: _____
Mayor

ATTEST:

Authorized Officer



Town of Mesilla, New Mexico

RESOLUTION NO. 2024-11

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the Town of Mesilla, is a duly organized local government created and formed pursuant to meeting held on the 2nd day of June, 1959, authorizing incorporation of the Town of Mesilla and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Department of Finance Administration ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Governing Body of the Town of Mesilla, desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop an Economic Development Plan ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in whole with financial assistance from the Fund has been completed,

submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of April, 2024.

By: _____
Mayor

ATTEST:

Authorized Officer



State Planning & Research Funds Application – FFY2025/2026

Thank you for your interest in applying for State Planning & Research (SPR) Part A funding. The New Mexico Department of Transportation (NMDOT) Planning Division manages the SPR Program. The Planning Division solicits funding applications from NMDOT, Metropolitan Planning Organizations (MPOs), and Regional Transportation Planning Organizations (RTPOs) for new or continuing planning projects. Awarded projects are included in the NMDOT Planning Work Program (PWP).

Please complete and submit this application by **April 15, 2024, at 5:00 p.m.** for consideration for SPR funds. All questions are required except where otherwise noted. Incomplete applications will not be considered for funding. Please reference the **FFY2025/2026 State Planning & Research Part A Funds Program Guide** for information to complete this application.

Preparation Date: _____

Requesting Agency: _____
(Applicant)

Project Manager Contact Information

Name: _____

Phone: _____

Title: _____

Email: _____

Agency Unique Entity Identifier (Non-NMDOT applicants): _____

CN (if existing project): _____

Project Title

Please provide a concise title for the project. This is how the project, if selected for funding, will be programmed into the PWP.

Project Description

Please provide a description of the work to be accomplished, including the purpose and need of the project.

Project Goals, Activities/Tasks and Deliverables

Please outline the goals of the project and cost estimates by activity/task, as well as any deliverables.

Project Cost

SPR funds are federal funds, with a match ratio of 80% Federal, 20% State/Local. Please indicate project amounts requested by FFY.

	FFY 2025	FFY2026
Federal Portion (80%)	\$	\$
Match (20%)	\$	\$
TOTAL PROJECT AMOUNT	\$	\$

Source of Match (response required for non-NMDOT applicants only)

Please indicate the source of the 20% match and whether it is currently included in a budget.

Anticipated start date of this project (after 10/1/2024): _____

Anticipated completion date of this project (must be within 4 years of start date): _____

Explain how this project helps the NMDOT meet the performance measures outlined in in the Long Range Statewide Transportation Plan ([New Mexico 2045 Plan](#)). Also indicate if the project helps implement a specific goal, objective and/or strategy outlined in the Plan.

If applicable, explain how this project meets the goals of other Plans and policy documents. Please include the name of the specific plan in your explanation.

Is this funding request to continue or advance a phase of a previous or current project or planning effort? If so, please explain. Include the project Control Number. Note that the current project must be active and on schedule.

Please save this application as a PDF and certify sign in Adobe prior to submitting.

I, (Name), submit this application on behalf of (Requesting Agency) on (date).

Signature/Date Signed:

For Planning Division staff only.

Received by/Date: _____



State Planning & Research

Part A Funds

Program Guide for FFY2025/2026

New Mexico Department of Transportation (NMDOT) March 2024

Introduction

The New Mexico Department of Transportation (NMDOT) receives approximately \$9 million (federal portion) annually in Federal Highway Administration (FHWA) State Planning and Research (SPR) funds to conduct statewide planning and research activities as identified in 23 USC § 135. SPR funds are used to establish a cooperative, continuous, and comprehensive framework for making transportation investment decisions and to carryout transportation planning and research activities throughout the State. This funding guide is for the Federal Fiscal Year (FFY) 2025 and 2026 call for SPR-funded projects that will be included in the FFY2025/2026 Planning Work Program (PWP).

The NMDOT Planning Division (PD) is responsible for administering the SPR funds. The PD is comprised of three bureaus: Multimodal Planning and Programs (MPPB), Data Management (DMB) and Research and Climate (RCB).

23 USC § 505 mandates a 25% minimum of state SPR funds must be allocated to research. These funds are referred to as SPR Part B funds and are administered by the Research and Climate Bureau. The remaining SPR funds are considered Part A funds; approximately \$500,000 of these funds are used for PD operations and training and \$720,000 (federal) is allocated annually to the RTPOs. The remaining funds total approximately \$7 million (federal) per year. The PD issues a call for applications for SPR funded projects every two years as part of developing the two-year PWP. The Division may issue an additional call for projects during Year 1 of the PWP, if there are unobligated or unprogrammed SPR funds available.

All proposed projects should be related to further studying or implementing a goal, strategy, or objective within NMDOT's federally-mandated Long Range Statewide Transportation Plan (LRSTP)—currently the [New Mexico 2045 Plan](#). In addition, all proposed projects must be tied to one of the Plan's performance measures - safety; mobility and accessibility; program delivery; and asset management. This Guide explains the application process for SPR Part A funds.

Eligibility

The following activities are eligible uses of SPR funds:

- Planning studies
- Active transportation studies and plans
- Data purchase, collection, and/or analysis
- Program development activities
- Performance management activities
- Coordination/outreach activities
- Consultant services for the above
- Planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities, including:
 - adoption of Complete Streets standards or policies;
 - development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;
 - development of transportation plans—
 - to create a network of active transportation facilities, including sidewalks, bikeways, or pedestrian and bicycle trails, to connect neighborhoods with

- destinations such as workplaces, schools, residences, businesses, recreation areas, healthcare and childcare services, or other community activity centers;
- to integrate active transportation facilities with public transportation service or improve access to public transportation;
- to create multiuse active transportation infrastructure facilities, including bikeways or pedestrian and bicycle trails, that make connections within or between communities;
- to increase public transportation ridership; and
- to improve the safety of bicyclists and pedestrians;
- regional and megaregional planning to address travel demand and capacity constraints through alternatives to new highway capacity, including through intercity passenger rail; and
- development of transportation plans and policies that support transit-oriented development.

SPR funds may not be used for preliminary engineering, design, right-of-way, construction or maintenance projects.

Eligible entities include NMDOT, Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Organizations (RTPOs).

Process for Requesting Funds

The Planning Division (PD) issues a call for projects every two years in March. The SPR Funding Cycle Timeline is attached in Appendix A of this document and the application is attached as a separate document. NMDOT areas, MPOs and RTPOs interested in applying for the SPR funds must submit a completed application by 5:00 pm on the deadline stated in the Timeline. The application includes general information regarding the project including:

- Preparation Date of application
- Requesting Agency
- Project Manager
- Project Manager Contact Information
- Agency Unique Entity Identifier (non-NMDOT applicants)
- Project Title
- Project Description
- Project Goals, Activities/Tasks and Deliverables
- Project Cost by FFY (federal, match and total)
- Source of Match (non-NMDOT applicants)
- Anticipated start and completion dates for project
- How the project helps the NMDOT meet the performance measures of **the Long Range Statewide Transportation Plan ([New Mexico 2045 Plan](#))**, as well as any goals, objectives and/or strategies.
- If applicable, how the project meets the goals of other plans and/or policy documents including but not limited to:
 - Transportation Asset Management Plan (TAMP)
 - Strategic Highway Safety Plan (SHSP)

- State Freight Plan
- State Rail Plan
- Pedestrian Safety Action Plan
- Prioritized Statewide Bicycle Network Plan
- Statewide Public Transportation Plan
- Metropolitan Transportation Plan
- Regional Transportation Plan
- If applicable, how the project assists NMDOT with meeting a mandatory federal requirement, such as updating the LRSTP, developing performance reports, the Highway Performance Monitoring System (HPMS) annual submittal, the State Transportation Improvement Program, or traffic count data collection. Please list the applicable Code of Federal Regulations (CFR).
- If the funding request continues or advances a phase of a previous or current project or planning effort. Note that the current project must be active and on schedule.

Funding Information and Match Requirements

The PD anticipates that approximately \$7 million (federal) of SPB Part A funds will be available per year. There is no minimum project cost. Projects requiring multiple years of funding or phased projects are eligible.

SPR funds are federal funds, and a 20% match is required to use these funds. SPR is a reimbursement program, where the project sponsor is responsible for incurring 100% of the upfront and eligible costs and then is reimbursed up to 80% after submitting a reimbursement request to NMDOT.

Project Selection

The goal of this program is to implement the ongoing planning and performance-based initiatives of NMDOT. An internal NMDOT committee will review the SPR applications and determine funding awards. The committee will evaluate projects on the following criteria:

- If the purpose and need of the project are clearly explained and eligible.
- How the proposed scope of work supports the NMDOT's performance measures, goals and objectives identified in the NMDOT LRSTP.
- How the proposed scope of work supports the goals and objectives identified in other plan/policy documents as listed in the previous section.
- If the proposed budget is reasonable given the scope of work and funding available.
- If the project can be completed within the stated timeframe.
- If the project is a continuation of previous planning efforts/projects and if those projects are active (funds are being expended per the established project schedule) and on schedule (all milestones and deadlines are being met).

Notification of Selected and Approved Projects

The PD will notify applicants of projects selected for funding via emailed Award Forms. The Award Forms must be signed and returned by the deadline in the SPR Funding Cycle Timeline. The awarded projects will be included in the FFY 2025/2026 PWP, submitted to FHWA-NM for approval on August 1. Once FHWA-NM approves the PWP, the Division will notify Project Managers via email of the approval. NMDOT recipients must follow the Project Obligation process in the *Planning Work Program Manual*

FFY2025/2026 to obligate funds. If a project is awarded to an MPO or RTPO, the MPO/RTPO must include the project in its Unified Planning Work Program (UPWP) or Regional Work Program (RWP) and should work with their NMDOT Government to Government Liaison to obligate the funding. The FFY2025/2026 PWP is effective October 1, 2024; thus, awarded projects may be obligated after that date, depending on availability of the federal funds.

SPR Project Management and Reporting

SPR recipients must obligate programmed projects, or demonstrate that obligation is pending, no later than March 1, 2025 (for FFY2025 SPR) and March 1, 2026 (for FFY2026 SPR). Projects that do not meet this deadline may be cancelled at the discretion of the PD Director. Projects obligated by March 1 will ensure that the required state funds are encumbered by June 30 of the same year. This timeline allows the Planning Division to issue a call for projects and amend the PWP as needed to program funds that will not be used that FFY.

Project Managers are responsible for ensuring that projects remain active, meaning that funds are expended per the established project schedule, and all milestones and deadlines are met. If a project is deemed Inactive (the project has not been billed against in 9 months), the project may be cancelled and the funds de-obligated.

Project Managers are responsible for all amendments to a project. The *Planning Work Program Manual* (available from the PD Director) outlines the process for amending a project.

Project Managers are responsible for submitting the federally mandated Annual End of Year Performance Report (APER) to the PD Director in December of each year (PD Director will inform all Project Managers of information needed and deadline). MPOs and RTPOs are responsible for including the project in their organization's APER in accordance with the requirements established in the NMDOT Planning Procedures Manual.

How to Apply for SPR Funds

The application is attached to this Guide.

NMDOT applications - please email completed applications to:

Jessica Griffin, Planning Division Director, at Jessica.Griffin@dot.nm.gov

MPO/RTPO applications - please email completed applications to:

Shannon Glendenning, Programs Unit Supervisor, at Shannon.Glendenning@dot.nm.gov

Questions?

NMDOT applicants should address questions to:

Jessica Griffin, Planning Division Director, at Jessica.Griffin@dot.nm.gov

MPO/RTPO applicants should address questions to:

Shannon Glendenning, Programs Unit Supervisor, at Shannon.Glendenning@dot.nm.gov

Appendix A: SPR PART A FFY2025/2026 Funding Cycle Timeline

<u>Date</u>	<u>Year</u>	<u>Activity</u>
March 15	2024	Call for projects issued by NMDOT Planning Division (PD)
April 15	2024	Deadline to submit complete applications to the Planning Division. Applications must be submitted by 5 pm. <u>Late or incomplete applications will not be accepted.</u>
May 15	2024	PD notifies applicants of projects selected for funding via emailed Award Forms.
May 31	2024	Deadline for signed Award Forms to be returned to PD. Awarded projects are included in the FFY 2025/2026 Planning Work Program (PWP) Draft; MPO/RTPO awards must be included in the MPO's UPWP and RTPO's RWP.
August 1	2024	Deadline for NMDOT PD to submit FFY 2025/2026 PWP Draft to FHWA-NM.
September	2024	FHWA-NM reviews and approves the PWP.
September	2024	NMDOT PD notifies project managers via email of FHWA NM's PWP approval.
October 1	2024	FFY2025/2026 PWP is active; awarded projects can be obligated.
March 1	2025 or 2026	Deadline for SPR recipients to obligate or demonstrate that they are close to obligation. Funds will be reprogrammed via PWP Quarter 3 Amendment if not obligated (or close to obligation) by this deadline.
May 1	2025 or 2026	Deadline for amendments to reprogram unobligated FFY2025 (or FFY2026) SPR funds.
June 30	2025 or 2026	Deadline for SPR funds to be encumbered.

**TOWN OF MESILLA
FIRE DEPARTMENT**

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of October, 2016 between the **Town of Mesilla**, a New Mexico Municipal Corporation, located at 2231 Avenida de Mesilla, New Mexico 88046, (the “Town”) and **Russell Baker, DO** located at 772 Bittersweet, El Paso, Texas 79922, (the “Contractor”).

RECITALS

1. The Town desires to hire the Contractor to provide Administrative Medical Direction for the Town of Mesilla Fire Department, hereinafter referred to as the Fire Department.
2. The Contractor has expressed the capability and desire to perform the services as described in the Agreement.

Now, therefore, for valuable consideration the parties agree as follows:

**ARTICLE 1
THE EXHIBITS**

- 1.1 The exhibits may also be collectively referred to as the “Documents.” In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:
 - Specific direction from the EMS Captain or designee with the Town of Mesilla Fire Department
 - This agreement date April 15, 2024 and any attachments
 - Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4

**ARTICLE 2
SERVICES AND RESPONSIBILITIES**

- 2.1 The Contractor shall perform for the Town’s benefit, all of the services set forth and described in this Agreement and Documents. Contractor shall perform the services in accordance with the highest professional standards.
- 2.2 The services shall be performed under the direction of and to the satisfaction of the Town. No approval or direction by the Town shall relieve the Contractor of any contractual obligation.

- 2.3 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Services that are necessary for the completion of the Agreement.
- 2.4 The Town shall make decisions on all claims regarding interpretation of the Documents, and on all other matters relating to the execution and progress of the Services.
- 2.5 The Contractor represents to the Town that it has the, full capability to provide all the services set forth herein and the Town is relying on this representation in its execution of this agreement.

ARTICLE 3 **TIME FOR PERFORMANCE**

- 3.1 This Agreement shall commence upon the Town's issuance of a Notice to Proceed, and the Contractor shall perform the services as identified in Exhibit 1, ending on June 30, 2017. Additional services requested by the Town, or changes in scope, will be reviewed and any impact on the schedule determined and the schedule modified accordingly.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

- 4.1 Contractor shall be compensated a total fixed price of \$250.00 per month. Additional services or significant changes in the scope of services for any project requested or made by the Town may be based on Contractor's hourly rates as agreed between the parties and set forth in a written amendment to this Agreement.
- 4.2 If the services start after the first day of the month, the fee of \$250.00 will be prorated based upon the start date. (Example, if contract starts on the 10th day of a 31 day month, [(\$250/31 days) * 21 day])
- 4.3 The Contractor shall be entitled to invoice on a monthly basis for services performed. The Contractor shall submit an original invoice and one copy to the Town on the first day of each month after the service has been rendered. This will be considered the official request for payment. The invoices shall include at least the following information:
- a. Worked performed
 - b. Amount due this invoice.

- 4.4 the Town shall pay Contractor within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the Town has accepted the Contractor's performance as shown on the submitted invoice. If the Town disputes any amount on the invoice it shall, within the time frame, pay the undisputed amount.

ARTICLE 5

OWNERSHIP OF DOCUMENTS

- 5.1 All documents, design plans and specifications resulting from the professional services rendered by the Contractor under this Agreement shall be deemed the sole property of the Town, and the Town shall have all rights incident to the sole ownership. All documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the New Mexico State Statutes.
- 5.2 Any information, writing, maps, agreements, documents, reports or any other matter which is given by Town to Contractor pursuant to this Agreement shall at all times remain the property of the Town, and shall be returned to the Town, and shall not be used by the Contractor for any other purpose without the written consent of the Town.

ARTICLE 6

COURT APPEARANCE, CONFERENCES AND HEARINGS

- 6.1 This Agreement shall obligate the Contractor to prepare for and appear in litigation on behalf of the Town for any dispute arising out of this Agreement.
- 6.2 The Contractor shall confer with the Town during the performance of the services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, without compensation.

ARTICLE 7

WARRANTIES, GUARANTEES AND ATTORNEY'S FEES

- 7.1 The Contractor warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Contractor's profession
- 7.2 All services performed by the Contractor shall be to the satisfaction of the Town. In cases of disagreement or ambiguity regarding quality or the amount of value, the Town shall decide all questions, difficulties and disputes of whatever nature

that may arise under this Agreement. The Town's decision on all claims or questions is final.

- 7.3 Contractor warrants and represents that he/she shall perform his/her services in accordance with medical industry standards.
- 7.4 That to the best of his/her knowledge all goods and Services reflected in his/her billing has been furnished as so represented.
- 7.5 That all information supplied to and all representations made to the Town shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, Contractor will promptly notify the Town in writing of such occurrence.
- 7.6 Contractor shall perform all obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with Applicable Law and as a "Business Associate" as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C §§ 1320d through d-8, as amended, and set forth in Exhibit 2.
- 7.7 Contractor has not been and/or is not currently debarred, suspended and/or found in violation of any Applicable Law and/or state or professional licensing group standards.
- 7.8 Contractor has no pending, threatened, and/or anticipated proceeding or litigation against, relating to, or arising out of his/her medical license and/or medical practice.

ARTICLE 8

NOTICES

- 8.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day of which if personally served, or if by mail, on the date of actual receipt.

Town: Town of Mesilla
P.O. Box 10
Mesilla, NM. 88046
Attention: Chief Kevin Hoban

Contractor:
Russell Baker, DO
772 Bittersweet
El Paso, Texas 79922

ARTICLE 9
AUDIT RIGHTS

9.1 Town reserves the right to audit the records of the Contractor related to all work or each Project covered by this Agreement at any time during the execution of the Services and for a period of two years after final payment is made.

ARTICLE 10
SUBCONTRACTING

10.1 No Services shall be subcontracted, assigned, or transferred under this Agreement with out the prior written consent of the Town.

10.2 The Contractor shall be fully responsible to the Town for all acts and omissions of any agents or employees, or approved subcontractors. Subcontractors shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by Contractor's insurance. Contractor shall furnish the Town with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

ARTICLE 11
WARRANTY

11.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Town shall have the right to cancel this Agreement without liability.

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 The Town retains the right to terminate this Agreement, without cause, at any time prior to the completion of the services required pursuant to Article 2 above without penalty. Town shall only be responsible to pay the Contractor for any service actually rendered up to the date of termination which services are not in dispute to said date.

12.2 This Agreement may be terminated by either party upon thirty (30) calendar day's written notice by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

12.3 Any payment to Contractor for any work done pursuant to this Agreement shall be made only if Contractor is not in default of any work under the terms of this Agreement.

ARTICLE 13

DEFAULT

13.1 An event of default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed services on a timely basis;
- b. Contractor has refused or failed to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to obtain the approval of the Town where required by this Agreement.
- e. Contractor has failed in the representation of any warranties; or
- f. Contractor has refused or failed to provide the services as defined in this Agreement.

13.2 The Town may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall in addition to every other remedy given or otherwise exist and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Town's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Town in law or in equity.

ARTICLE 14

INDEMNIFICATION

14.1 The Contractor ("Indemnitor") shall indemnify, defend and hold harmless for, from and against the Town, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, finds, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may insure, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's; (i) breach of this Agreement; or (ii) negligent or willful act(s) or omissions(s); or (iii) violation of governmental law, regulation, order or rule. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. Contractor shall have full and exclusive liability for, and shall indemnify, hold harmless and defend Town and its affiliates, shareholders, directors, officers, employees and agents against any loss, cost, liability or claim related to any taxes and contributions for unemployment insurance, worker's compensation, retirement

benefits, life insurance, and any other employment-related claim, charge and/or litigation, benefits, costs, obligations, safety requirements or duties with respect to Contractor's employees, agents or contractors; Contractor shall maintain appropriate insurance to protect the Town of Mesilla.

14.2 The Town shall be responsible to the Contractor for the negligence of the Town's employees and officers as relates to the Professional Services Agreement. Town's liability to Contractor shall be limited to the terms of the New Mexico Tort Claims Act and to the maximum coverage available to Town from time under that Act.

ARTICLE 15

INSURANCE

15.1 Throughout the term of this Agreement, the Contractor shall maintain in force at its sole expense, insurance as follows:

- 15.1.1.1 Professional Liability
- 15.1.1.2 Medical and Administrative Liability

15.2 In the case of any approved subcontract, the Contractor shall require the sub contractor to provide statutory Workers' Compensation and Employers' Liability Insurance with the same limits as those required by the Contractor.

ARTICLE 16

CODES, ORDINANCES, AND LAW

16.1 The Contractor shall abide and be governed by all applicable state and federal law, Town ordinances, and laws regarding the Contractor's services on each Project or any work done pursuant to this Agreement.

ARTICLE 17

ENTIRETY OF AGREEMENT

17.1 This Agreement and its attachments constitute the sole and only agreement of the parties and set forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE 18

NON-EXCLUSIVE AGREEMENT

18.1 The professional services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive, and nothing shall preclude the Town from engaging other firms to perform professional services.

ARTICLE 19
GOVERNING LAW; VENUE

19.1 This Agreement shall be construed and enforced according to the laws of the State of New Mexico. Venue shall be either in the Town of Mesilla or in the District Court of the Third Judicial District, State of New Mexico.

ARTICLE 20
INDEPENDENT CONTRACTOR

20.1 Contractor and its employees and agents shall be deemed to be independent contractors, and not Town agents or employees. The Contractor, its employees or agents shall not retain any rights or benefits under neither the Town's benefit plans nor any rights generally afforded the Town's classified or unclassified employees. The contractor shall not be deemed entitled to the State of New Mexico Workers' Compensation benefits as a Town employee.

ARTICLE 21
NONDISCRIMINATION

21.1 Contractor shall not discriminate as to age, race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE 22
AMENDMENTS

22.1 No Amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE 23
CONDUCT/CONFLICT OF INTEREST

23.1 Contractor warrants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Town in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the Town. Contractor further warrants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by it. Any such interest on the part of the Contractor or its employees must be disclosed in writing to the Town.

ARTICLE 24
OTHER PROVISIONS

24.1 Titles and paragraph headings are for convenience reference and are not a part of this Agreement.

EXHIBIT 1

Contractor Services

1. As the medical Director for Town, Contractor will provide Administrative Medical Direction, as defined under and required by Section 7.27.3 of the New Mexico Administrative Code.
2. Prior to any ride-along, Contractor shall execute a Non-employee Voluntary participation in Medical & Fire Response & Assumption of Risk, Waiver, and Release & Indemnification Agreement, a form of which is attached here to as Exhibit 2.
3. As consideration for Contractor's Services, Town shall pay to Contractor the sum of Three Hundred Dollars and Zero Cents (\$250.00) payable on a monthly basis/Contractor shall deliver an itemized invoice on a monthly basis no later than the tenth day of the month following Services rendered to Town detailing (i) the data Services were provided, (ii) a brief description of the Services provided, (iii) and the number of hours of Services provided. If the service starts after the first day of the month, the fee of \$250.00 will be prorated based upon the start date (i.e.; if contract start on the 10th day of 31st day month, $[(\$250.00/31 \text{ days}) * 21 \text{ day}]$). Contractor shall get preapproval of all travel and accommodations in connection with the Services from the Contractor Administrator assigned to this contract.
4. Such other duties as may be mutually agreed upon from time to time and added to this Exhibit 1.

Exhibit 2

NON-EMPLOYEE VOLUNTARY PARTICIPATION IN MEDICAL & FIRE RESPONSE INCLUDING ASSUMPTION OF RISK WAIVER, RELEASE & INDEMNIFICATION AGREEMENT.

Town of Mesilla Fire Department (hereinafter referred to as "Town") provides medical transportation and/or fire protection services and activities related there to (hereinafter referred to as "Response Services").

I, Russell Baker
(print name of participant) living at,
772 Bittersweet Pl El Paso Tx 79922

(insert full address) desire to participate in, observe and/or otherwise take part in response services.

I ACKNOWLEDGE THAT MY PARTICIPATION IN THE RESPONSE SERVICES IS STRICTLY AS AN OBSERVER AND I FURTHER ACKNOWLEDGE THAT I WILL NEITHER BE PERMITTED TO NOR WILL I RENDER ANY PATIENT CARE.

In consideration of Town's consent to allow me to participate in its inherently dangerous and risky activity of Response Services, I hereby knowingly, freely and voluntarily agree as follows:

Representations. I represent to Town that I am legally competent and age eighteen or older and my driver's license number is 34484647, for the State of TX which states my birth day as 2/14/1975. I acknowledge that I am not an employee or agent of Town. I understand that if I have an infectious disease or a medical condition which could be triggered by participating in Response Services or if I am not physically capable and mobile to enable me to move without assistance that I would endanger the public and/or myself so that I represent that I do not have any of the above conditions. I understand that if I received a small pox vaccination that I maybe contagious for up to four (4) weeks after my inoculation and I specifically represent that I have not had the small pox vaccination or it has been at least four (4) weeks from my inoculation. RB. (INITIALS)

Medical Doctor (Applicable to Medical Doctors Only) If the non-employee ride along is a Medical Doctor, I specifically agree and understand that patient care and/or treatment is outside the scope of this Agreement and any patient treatment or care that I provide is treatment or care delivered in the course of my medical practice. RB (INITIALS)

Disclaimer of Warranty I understand that each situation that Town responds to is based on incomplete and limited information provided often under extreme and emergency conditions and which may or may not be ultimately accurate. Moreover, I understand that each situation will contain unforeseen and unknown hazards, dangers and risks to me and to Town. Town's Response Services is based upon whatever current information is available, at the time of the Response Services are provided so I expressly understand and agree that Town makes no representation or warranty expressed or implied, written or oral regarding Response Services to me and what I may or may not be exposed to. RB (INITIALS)

Assumption of Risk I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, emotional trauma and other risks. I assume all risks in connection with the Response Services. I acknowledge that participating in Response Services may result in, but is not limited to bodily injury, death, emotional trauma, burns, extreme noise, extreme lights and/or exposure to hazards and/or diseases like airborne or blood borne pathogens, bacteria or other harmful transmissions to me. Exposure to an airborne or blood borne pathogen may result in the transmission of AIDS, hepatitis, TB or other infectious diseases. RB (INITIALS)

Endangerment

I agree to follow all instructions, procedures, measures and directions given by the Town and understand my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my participation in response services may be terminated at any time for any reason by the Town. RB (INITIALS)

Insurance I understand that I am completely responsible for all insurance coverage to cover my participation in the Response Services.

Confidentiality of Protected Health Information

During my participation in Response Services, I acknowledge that I may be exposed to confidential information and/or Protected Health Information (for example, patient identity, care and/or treatment information) as defined under HIPAA (referenced below) and understand that I am legally obligated and personally responsible for holding this information confidentially and not disclosing it to anyone unless such disclosure is permitted under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d through d-8 ("HIPAA"), and the regulations promulgated thereto, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") as well as other relevant federal and state laws. RB (INITIALS)

I acknowledge that the Town and the activities involved in Response Services are subject to broad, extensive and comprehensive privacy and confidentiality laws and regulations protecting patient care information. Information regarding a patient is strictly confidential; its disclosure to anyone not specifically permitted is strictly prohibited by law. I specifically agree to: review Town's HIPAA Policies prior to my participation in the Response Services; not to take, copy or disclose to the media or anyone any information I receive, observe, view and/or otherwise have access to arising out of, in any manner whatsoever, my participation in Response Services, unless required by law and having provided notice to Town of the request prior to disclosure; adhere to HIPAA and other federal and state privacy laws and regulations; keep all Protected Health Information as defined by HIPAA confidential; and not to disclose any Protected Health Information and/or other confidential information unless so permitted under applicable law. _____ RB _____ (INITIALS)

Compliance with Applicable Law I agree to comply with all Applicable Law during my participation. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended.

WAIVER, INDEMNITY & RELEASE

I waive, release, discharge and indemnify Town, employees, agents, representatives, and assigns, of and from any claim, demand, right or cause of action, of any kind or nature whosoever, whether based on tort, contract, warranty, or other theory of recovery, at law or in equity, vested or contingent, that I or my spouse, family, parents, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of the Response Services for Town. _____ RB _____ (INITIALS)

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE TOWN AND ITS EMPLOYEES, AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM THE RESPONSE SERVICES THE TOWN IS INVOLVED IN. THIS INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING THE RESPONSE SERVICES, INCLUDING, WITHOUT LIMITATION, DEATH, INJURY, EMOTIONAL TRAUMA, BURNS, ILLNESS, DISABILITY, EXTREME LIGHTS, EXTREME NOISE OR OTHER DAMAGE TO MY PERSON AND/OR PROPERTY OR THIRD PARTY, AND ALL RISKS CONNECTED THERETO, WHETHER FORESEEN OR UNFORESEEN, RESULTING FROM NEGLIGENCE OR OTHERWISE. _____ RB _____ (INITIALS)

I agree that this Waiver, Release and Indemnity are intended to be as broad and inclusive as permitted by the Laws of the State of New Mexico. If any provision of this Waiver, Release and Indemnity shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or in validity, without invalidating the remainder of such provision or the remaining provisions of this Waiver, Release and Indemnity, which shall remain in full force and effect. RB (INITIALS)

Duty to Inform So long as I participate in Response Services, in the event any representation or obligation of mine in this Agreement is no longer accurate, or true, I agree to inform the Town immediately in writing of such occurrence. I realize that the Town is relying upon my representations and agreements made in this Agreement and that my failure to adhere to this Agreement could seriously injure someone, cause their death or damage property. RB (INITIALS)

Members of the Media (Applicable to all people in the media and press) The undersigned specifically acknowledges and agrees that he/she shall not publish, release and/or broadcast, or transfer, assist, and/or otherwise enable anyone or any company in publishing, releasing and/or broadcasting in any media form or outlet, any individually identifiable health information ("Protected Health Information") of any type without the expressed written consent of the patient who is the subject of the information (or his or her legal representative), or Town.

I HAVE READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

By: 

Russell Baker, DO

Date: 4/17/2024

EXHIBIT 3

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Exhibit, Business Associate shall mean Contractor.

2. Obligations and Activities of Business Associate. In conformity therewith, the Business Associate agrees that it will:

- (a) Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.
- (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.
- (c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (d) Report to Town any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.
- (e) Ensure that any agents or sub Business Associates to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect such PHI.
- (f) Make PHI available to Town and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Town regarding the individual.
- (g) Incorporate any amendments to PHI when directed by Town.
- (h) Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and
- (i) Make internal practices, books and records relating to the use and disclosure of PHI available to the Town or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Town's compliance with IHIPAA.

3. Permitted Uses and Disclosures by Business Associates. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Town include:

- (a) To perform functions, activities, or services for, or on behalf of, Town's specified in the Agreement and in compliance with the Privacy Rule;
- (b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
- (c) As required by law;
- (d) Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

4. Effective Date and Termination.

- (a) Not with standing any other provisions of the Agreement, Town may terminate this Agreement, in its sole discretion, if Town determines that Business Associate has violated a term or provision of this Agreement, or if Business Associate engages in conduct which would, if committed by Town, result in a violation of the HIPAA privacy rule.
- (b) At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Town, and if return is infeasible, the protections of this agreement will extend to such PHI.

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Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Gloria Maya, Town Clerk

Date: For Regular Meeting 04/22/2024

Re: Tyler Component Integrations

Summary of items to be considered

- Integration of Tyler Systems (NCode) Modules
 - o MyCivic: Personalized Application for the town – Benefits recieved: Community Calender, Push notifications (targeted), online payments from app, online access to external billing, Citizen Engagement, Real-time Reporting (codes/public works), Robust real time reporting, and more...
 - o Forms Overlay for Online Billing/Statements/Overviews
 - o Payment for Online Permit & Licenses Processing & Payment (includes email option for all license & permitting billing).

Financial Impact:

- My Civic = 1x cost: \$14,950 (Annual \$6,000)
- Forms Overlay = 1x cost: \$7524 (Annual \$1169)
- Payment for BPO & BLO = 1x cost: \$1450 (Annual \$1200)

Supporting Documentation:

- See Attached Quotes



Sales Quotation For:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla NM 88046-0010

Quoted BY	Lukas DeBolt
Quote Expiration	10/6/24
Quote Name	Building Project and Business License Online Payments

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro Community Development Suite	
Permitting Access	\$ 600
Licensing Access	\$ 600
TOTAL:	\$ 1,200

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 250

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 1,200
Total Tyler Services	\$ 250	
Summary Total	\$ 250	\$ 1,200
Contract Total	\$ 1,450	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Sales Quotation For:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla NM 88046-0010

Quoted BY	Lukas DeBolt
Quote Expiration	10/6/24
Quote Name	Forms Overlay and Output Processor

Tyler Software		Annual
Description	License Total	Maintenance
ERP Pro powered by Incode		
ERP Pro 9 Customer Relationship Management Suite		
Output Processor Server	\$ 3,025	\$ 756
Forms Overlay	\$ 1,650	\$ 413

Services		
Description	Hours/Units	Extended Price
ERP Pro 9 Customer Relationship Management Suite		
Professional Services	8	\$ 1,160

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 1,410

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 4,675	\$ 1,169
Total Tyler Services	\$ 1,410	
Summary Total	\$ 6,085	\$ 1,169
Contract Total	\$ 7,254	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

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Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O.#:



Sales Quotation For:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla NM 88046-0010

Quoted BY Lukas DeBolt
Quote Expiration 10/6/24
Quote Name MyCivic

Tyler Annual Software – SaaS	
Description	Annual
Tyler One	
My Civic Suite	
My Civic Pro	\$ 6,000
TOTAL:	\$ 6,000

Services		
Description	Hours/Units	Extended Price
My Civic Suite		
Professional Services	60	\$ 8,700

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 8,950

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 6,000
Total Tyler Services	\$ 8,950	
Summary Total	\$ 8,950	\$ 6,000
Contract Total	\$ 14,950	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

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Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

**TOWN OF MESILLA
FIRE DEPARTMENT**

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of October, 2016 between the **Town of Mesilla**, a New Mexico Municipal Corporation, located at 2231 Avenida de Mesilla, New Mexico 88046, (the “Town”) and **Russell Baker, DO** located at 772 Bittersweet, El Paso, Texas 79922, (the “Contractor”).

RECITALS

1. The Town desires to hire the Contractor to provide Administrative Medical Direction for the Town of Mesilla Fire Department, hereinafter referred to as the Fire Department.
2. The Contractor has expressed the capability and desire to perform the services as described in the Agreement.

Now, therefore, for valuable consideration the parties agree as follows:

**ARTICLE 1
THE EXHIBITS**

- 1.1 The exhibits may also be collectively referred to as the “Documents.” In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:
 - Specific direction from the EMS Captain or designee with the Town of Mesilla Fire Department
 - This agreement date April 15, 2024 and any attachments
 - Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4

**ARTICLE 2
SERVICES AND RESPONSIBILITIES**

- 2.1 The Contractor shall perform for the Town’s benefit, all of the services set forth and described in this Agreement and Documents. Contractor shall perform the services in accordance with the highest professional standards.
- 2.2 The services shall be performed under the direction of and to the satisfaction of the Town. No approval or direction by the Town shall relieve the Contractor of any contractual obligation.

- 2.3 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Services that are necessary for the completion of the Agreement.
- 2.4 The Town shall make decisions on all claims regarding interpretation of the Documents, and on all other matters relating to the execution and progress of the Services.
- 2.5 The Contractor represents to the Town that it has the, full capability to provide all the services set forth herein and the Town is relying on this representation in its execution of this agreement.

ARTICLE 3 **TIME FOR PERFORMANCE**

- 3.1 This Agreement shall commence upon the Town's issuance of a Notice to Proceed, and the Contractor shall perform the services as identified in Exhibit 1, ending on June 30, 2017. Additional services requested by the Town, or changes in scope, will be reviewed and any impact on the schedule determined and the schedule modified accordingly.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

- 4.1 Contractor shall be compensated a total fixed price of \$250.00 per month. Additional services or significant changes in the scope of services for any project requested or made by the Town may be based on Contractor's hourly rates as agreed between the parties and set forth in a written amendment to this Agreement.
- 4.2 If the services start after the first day of the month, the fee of \$250.00 will be prorated based upon the start date. (Example, if contract starts on the 10th day of a 31 day month, [(\$250/31 days) * 21 day])
- 4.3 The Contractor shall be entitled to invoice on a monthly basis for services performed. The Contractor shall submit an original invoice and one copy to the Town on the first day of each month after the service has been rendered. This will be considered the official request for payment. The invoices shall include at least the following information:
 - a. Worked performed
 - b. Amount due this invoice.

- 4.4 the Town shall pay Contractor within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the Town has accepted the Contractor's performance as shown on the submitted invoice. If the Town disputes any amount on the invoice it shall, within the time frame, pay the undisputed amount.

ARTICLE 5

OWNERSHIP OF DOCUMENTS

- 5.1 All documents, design plans and specifications resulting from the professional services rendered by the Contractor under this Agreement shall be deemed the sole property of the Town, and the Town shall have all rights incident to the sole ownership. All documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the New Mexico State Statutes.
- 5.2 Any information, writing, maps, agreements, documents, reports or any other matter which is given by Town to Contractor pursuant to this Agreement shall at all times remain the property of the Town, and shall be returned to the Town, and shall not be used by the Contractor for any other purpose without the written consent of the Town.

ARTICLE 6

COURT APPEARANCE, CONFERENCES AND HEARINGS

- 6.1 This Agreement shall obligate the Contractor to prepare for and appear in litigation on behalf of the Town for any dispute arising out of this Agreement.
- 6.2 The Contractor shall confer with the Town during the performance of the services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, without compensation.

ARTICLE 7

WARRANTIES, GUARANTEES AND ATTORNEY'S FEES

- 7.1 The Contractor warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Contractor's profession
- 7.2 All services performed by the Contractor shall be to the satisfaction of the Town. In cases of disagreement or ambiguity regarding quality or the amount of value, the Town shall decide all questions, difficulties and disputes of whatever nature

that may arise under this Agreement. The Town's decision on all claims or questions is final.

- 7.3 Contractor warrants and represents that he/she shall perform his/her services in accordance with medical industry standards.
- 7.4 That to the best of his/her knowledge all goods and Services reflected in his/her billing has been furnished as so represented.
- 7.5 That all information supplied to and all representations made to the Town shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, Contractor will promptly notify the Town in writing of such occurrence.
- 7.6 Contractor shall perform all obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with Applicable Law and as a "Business Associate" as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C §§ 1320d through d-8, as amended, and set forth in Exhibit 2.
- 7.7 Contractor has not been and/or is not currently debarred, suspended and/or found in violation of any Applicable Law and/or state or professional licensing group standards.
- 7.8 Contractor has no pending, threatened, and/or anticipated proceeding or litigation against, relating to, or arising out of his/her medical license and/or medical practice.

ARTICLE 8

NOTICES

- 8.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day of which if personally served, or if by mail, on the date of actual receipt.

Town: Town of Mesilla
P.O. Box 10
Mesilla, NM. 88046
Attention: Chief Kevin Hoban

Contractor:
Russell Baker, DO
772 Bittersweet
El Paso, Texas 79922

ARTICLE 9
AUDIT RIGHTS

9.1 Town reserves the right to audit the records of the Contractor related to all work or each Project covered by this Agreement at any time during the execution of the Services and for a period of two years after final payment is made.

ARTICLE 10
SUBCONTRACTING

10.1 No Services shall be subcontracted, assigned, or transferred under this Agreement with out the prior written consent of the Town.

10.2 The Contractor shall be fully responsible to the Town for all acts and omissions of any agents or employees, or approved subcontractors. Subcontractors shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by Contractor's insurance. Contractor shall furnish the Town with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

ARTICLE 11
WARRANTY

11.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Town shall have the right to cancel this Agreement without liability.

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 The Town retains the right to terminate this Agreement, without cause, at any time prior to the completion of the services required pursuant to Article 2 above without penalty. Town shall only be responsible to pay the Contractor for any service actually rendered up to the date of termination which services are not in dispute to said date.

12.2 This Agreement may be terminated by either party upon thirty (30) calendar day's written notice by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

12.3 Any payment to Contractor for any work done pursuant to this Agreement shall be made only if Contractor is not in default of any work under the terms of this Agreement.

ARTICLE 13

DEFAULT

13.1 An event of default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed services on a timely basis;
- b. Contractor has refused or failed to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to obtain the approval of the Town where required by this Agreement.
- e. Contractor has failed in the representation of any warranties; or
- f. Contractor has refused or failed to provide the services as defined in this Agreement.

13.2 The Town may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall in addition to every other remedy given or otherwise exist and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Town's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Town in law or in equity.

ARTICLE 14

INDEMNIFICATION

14.1 The Contractor ("Indemnitor") shall indemnify, defend and hold harmless for, from and against the Town, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, finds, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may insure, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's; (i) breach of this Agreement; or (ii) negligent or willful act(s) or omissions(s); or (iii) violation of governmental law, regulation, order or rule. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. Contractor shall have full and exclusive liability for, and shall indemnify, hold harmless and defend Town and its affiliates, shareholders, directors, officers, employees and agents against any loss, cost, liability or claim related to any taxes and contributions for unemployment insurance, worker's compensation, retirement

benefits, life insurance, and any other employment-related claim, charge and/or litigation, benefits, costs, obligations, safety requirements or duties with respect to Contractor's employees, agents or contractors; Contractor shall maintain appropriate insurance to protect the Town of Mesilla.

14.2 The Town shall be responsible to the Contractor for the negligence of the Town's employees and officers as relates to the Professional Services Agreement. Town's liability to Contractor shall be limited to the terms of the New Mexico Tort Claims Act and to the maximum coverage available to Town from time under that Act.

ARTICLE 15

INSURANCE

15.1 Throughout the term of this Agreement, the Contractor shall maintain in force at its sole expense, insurance as follows:

- 15.1.1.1 Professional Liability
- 15.1.1.2 Medical and Administrative Liability

15.2 In the case of any approved subcontract, the Contractor shall require the sub contractor to provide statutory Workers' Compensation and Employers' Liability Insurance with the same limits as those required by the Contractor.

ARTICLE 16

CODES, ORDINANCES, AND LAW

16.1 The Contractor shall abide and be governed by all applicable state and federal law, Town ordinances, and laws regarding the Contractor's services on each Project or any work done pursuant to this Agreement.

ARTICLE 17

ENTIRETY OF AGREEMENT

17.1 This Agreement and its attachments constitute the sole and only agreement of the parties and set forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE 18

NON-EXCLUSIVE AGREEMENT

18.1 The professional services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive, and nothing shall preclude the Town from engaging other firms to perform professional services.

ARTICLE 19
GOVERNING LAW; VENUE

19.1 This Agreement shall be construed and enforced according to the laws of the State of New Mexico. Venue shall be either in the Town of Mesilla or in the District Court of the Third Judicial District, State of New Mexico.

ARTICLE 20
INDEPENDENT CONTRACTOR

20.1 Contractor and its employees and agents shall be deemed to be independent contractors, and not Town agents or employees. The Contractor, its employees or agents shall not retain any rights or benefits under neither the Town's benefit plans nor any rights generally afforded the Town's classified or unclassified employees. The contractor shall not be deemed entitled to the State of New Mexico Workers' Compensation benefits as a Town employee.

ARTICLE 21
NONDISCRIMINATION

21.1 Contractor shall not discriminate as to age, race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE 22
AMENDMENTS

22.1 No Amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE 23
CONDUCT/CONFLICT OF INTEREST

23.1 Contractor warrants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Town in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the Town. Contractor further warrants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by it. Any such interest on the part of the Contractor or its employees must be disclosed in writing to the Town.

ARTICLE 24
OTHER PROVISIONS

24.1 Titles and paragraph headings are for convenience reference and are not a part of this Agreement.

24.3 Should any provision, paragraph, sentence, work or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of New Mexico by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with New Mexico law. If not modifiable to conform to such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

25.1 Not with standing any other term or condition of this Agreement, the Town shall not be liable to Contractor for damages in any amount in excess of \$1,000.00, for any action or claim of the Contractor or any third party arising out of this Agreement. Additionally, the Town does not waive sovereign immunity, and no claim or award against the Town shall include attorneys' fees, investigative costs or pre-judgment interest.

Greg Whited, Fire Chief

9

EXHIBIT 1

Contractor Services

1. As the medical Director for Town, Contractor will provide Administrative Medical Direction, as defined under and required by Section 7.27.3 of the New Mexico Administrative Code.
2. Prior to any ride-along, Contractor shall execute a Non-employee Voluntary participation in Medical & Fire Response & Assumption of Risk, Waiver, and Release & Indemnification Agreement, a form of which is attached here to as Exhibit 2.
3. As consideration for Contractor's Services, Town shall pay to Contractor the sum of Three Hundred Dollars and Zero Cents (\$250.00) payable on a monthly basis/Contractor shall deliver an itemized invoice on a monthly basis no later than the tenth day of the month following Services rendered to Town detailing (i) the data Services were provided, (ii) a brief description of the Services provided, (iii) and the number of hours of Services provided. If the service starts after the first day of the month, the fee of \$250.00 will be prorated based upon the start date (i.e.; if contract start on the 10th day of 31st day month, $[(\$250.00/31 \text{ days}) * 21 \text{ day}]$). Contractor shall get preapproval of all travel and accommodations in connection with the Services from the Contractor Administrator assigned to this contract.
4. Such other duties as may be mutually agreed upon from time to time and added to this Exhibit 1.

Exhibit 2

NON-EMPLOYEE VOLUNTARY PARTICIPATION IN MEDICAL & FIRE RESPONSE INCLUDING ASSUMPTION OF RISK WAIVER, RELEASE & INDEMNIFICATION AGREEMENT.

Town of Mesilla Fire Department (hereinafter referred to as "Town") provides medical transportation and/or fire protection services and activities related there to (hereinafter refer to as "Response Services").

I, Russell Baker
(print name of participant) living at,
772 Bittersweet Pl El Paso Tx 79922

(insert full address) desire to participate in, observe and/or otherwise take part in response services.

I ACKNOWLEDGE THAT MY PARTICIPATION IN THE RESPONSE SERVICES IS STRICTLY AS AN OBSERVER AND I FURTHER ACKNOWLEDGE THAT I WILL NEITHER BE PERMITTED TO NOR WILL I RENDER ANY PATIENT CARE.

In consideration of Town's consent to allow me to participate in its inherently dangerous and risky activity of Response Services, I hereby knowingly, freely and voluntarily agree as follows:

Representations. I represent to Town that I am legally competent and age eighteen or older and my driver's license number is 34484647, for the State of TX which states my birth day as 2/14/1975. I acknowledge that I am not an employee or agent of Town. I understand that if I have an infectious disease or a medical condition which could be triggered by participating in Response Services or if I am not physically capable and mobile to enable me to move without assistance that I would endanger the public and/or myself so that I represent that I do not have any of the above conditions. I understand that if I received a small pox vaccination that I maybe contagious for up to four (4) weeks after my inoculation and I specifically represent that I have not had the small pox vaccination or it has been at least four (4) weeks from my inoculation. RB. (INITIALS)

Medical Doctor (Applicable to Medical Doctors Only) If the non-employee ride along is a Medical Doctor, I specifically agree and understand that patient care and/or treatment is outside the scope of this Agreement and any patient treatment or care that I provide is treatment or care delivered in the course of my medical practice. RB (INITIALS)

Disclaimer of Warranty I understand that each situation that Town responds to is based on incomplete and limited information provided often under extreme and emergency conditions and which may or may not be ultimately accurate. Moreover, I understand that each situation will contain unforeseen and unknown hazards, dangers and risks to me and to Town. Town's Response Services is based upon whatever current information is available, at the time of the Response Services are provided so I expressly understand and agree that Town makes no representation or warranty expressed or implied, written or oral regarding Response Services to me and what I may or may not be exposed to. RB (INITIALS)

Assumption of Risk I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, emotional trauma and other risks. I assume all risks in connection with the Response Services. I acknowledge that participating in Response Services may result in, but is not limited to bodily injury, death, emotional trauma, burns, extreme noise, extreme lights and/or exposure to hazards and/or diseases like airborne or blood borne pathogens, bacteria or other harmful transmissions to me. Exposure to an airborne or blood borne pathogen may result in the transmission of AIDS, hepatitis, TB or other infectious diseases. RB (INITIALS)

Endangerment

I agree to follow all instructions, procedures, measures and directions given by the Town and understand my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my participation in response services may be terminated at any time for any reason by the Town. RB (INITIALS)

Insurance I understand that I am completely responsible for all insurance coverage to cover my participation in the Response Services.

Confidentiality of Protected Health Information

During my participation in Response Services, I acknowledge that I may be exposed to confidential information and/or Protected Health Information (for example, patient identity, care and/or treatment information) as defined under HIPAA (referenced below) and understand that I am legally obligated and personally responsible for holding this information confidentially and not disclosing it to anyone unless such disclosure is permitted under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C 1320d through d-8 ("HIP AA"), and the regulations promulgated thereto, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") as well as other relevant federal and state laws. RB (INITIALS)

I acknowledge that the Town and the activities involved in Response Services are subject to broad, extensive and comprehensive privacy and confidentiality laws and regulations protecting patient care information. Information regarding a patient is strictly confidential; its disclosure to anyone not specifically permitted is strictly prohibited by law. I specifically agree to: review Town's HIPAA Policies prior to my participation in the Response Services; not to take, copy or disclose to the media or anyone any information I receive, observe, view and/or otherwise have access to arising out of, in any manner whatsoever, my participation in Response Services, unless required by law and having provided notice to Town of the request prior to disclosure; adhere to HIPAA and other federal and state privacy laws and regulations; keep all Protected Health Information as defined by HIPAA confidential; and not to disclose any Protected Health Information and/or other confidential information unless so permitted under applicable law. _____ RB _____ (INITIALS)

Compliance with Applicable Law I agree to comply with all Applicable Law during my participation. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended.

WAIVER, INDEMNITY & RELEASE

I waive, release, discharge and indemnify Town, employees, agents, representatives, and assigns, of and from any claim, demand, right or cause of action, of any kind or nature whosoever, whether based on tort, contract, warranty, or other theory of recovery, at law or in equity, vested or contingent, that I or my spouse, family, parents, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of the Response Services for Town. _____ RB _____ (INITIALS)

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE TOWN AND ITS EMPLOYEES, AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM THE RESPONSE SERVICES THE TOWN IS INVOLVED IN. THIS INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING THE RESPONSE SERVICES, INCLUDING, WITHOUT LIMITATION, DEATH, INJURY, EMOTIONAL TRAUMA, BURNS, ILLNESS, DISABILITY, EXTREME LIGHTS, EXTREME NOISE OR OTHER DAMAGE TO MY PERSON AND/OR PROPERTY OR THIRD PARTY, AND ALL RISKS CONNECTED THERETO, WHETHER FORESEEN OR UNFORESEEN, RESULTING FROM NEGLIGENCE OR OTHERWISE. _____ RB _____ (INITIALS)

I agree that this Waiver, Release and Indemnity are intended to be as broad and inclusive as permitted by the Laws of the State of New Mexico. If any provision of this Waiver, Release and Indemnity shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or in validity, without invalidating the remainder of such provision or the remaining provisions of this Waiver, Release and Indemnity, which shall remain in full force and effect. RB (INITIALS)

Duty to Inform So long as I participate in Response Services, in the event any representation or obligation of mine in this Agreement is no longer accurate, or true, I agree to inform the Town immediately in writing of such occurrence. I realize that the Town is relying upon my representations and agreements made in this Agreement and that my failure to adhere to this Agreement could seriously injure someone, cause their death or damage property.
RB (INITIALS)

Members of the Media (Applicable to all people in the media and press) The undersigned specifically acknowledges and agrees that he/she shall not publish, release and/or broadcast, or transfer, assist, and/or otherwise enable anyone or any company in publishing, releasing and/or broadcasting in any media form or outlet, any individually identifiable health information ("Protected Health Information") of any type without the expressed written consent of the patient who is the subject of the information (or his or her legal representative), or Town.

I HAVE READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

By: 

Russell Baker, DO

Date: 4/17/2024

EXHIBIT 3

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Exhibit, Business Associate shall mean Contractor.

2. Obligations and Activities of Business Associate. In conformity therewith, the Business Associate agrees that it will:

(a) Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.

(b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.

(c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(d) Report to Town any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.

(e) Ensure that any agents or sub Business Associates to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect such PHI.

(f) Make PHI available to Town and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Town regarding the individual.

(g) Incorporate any amendments to PHI when directed by Town.

(h) Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and

(i) Make internal practices, books and records relating to the use and disclosure of PHI available to the Town or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Town's compliance with HIPAA.

3. Permitted Uses and Disclosures by Business Associates. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Town include:

(a) To perform functions, activities, or services for, or on behalf of, Town's specified in the Agreement and in compliance with the Privacy Rule;

(b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

(c) As required by law;

(d) Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

4. Effective Date and Termination.

(a) Notwithstanding any other provisions of the Agreement, Town may terminate this Agreement, in its sole discretion, if Town determines that Business Associate has violated a term or provision of this Agreement, or if Business Associate engages in conduct which would, if committed by Town, result in a violation of the HIPAA privacy rule.

(b) At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Town, and if return is infeasible, the protections of this agreement will extend to such PHI.

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Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor

Date: For Regular Meeting 04/22/2024

Re: Discussion: Budget Position Responsibility Overview

Summary of items to be considered

- Each Department Broken Down with Initial Position Responsibilities
 - o Full Job Descriptions will be created upon final budget approval

Financial Impact:

- None

Supporting Documentation:

- See Attached

Community & Economic Development

Events Coordinator/IT

- Fiestas
- Other Town Events
- Social Media Promotion
- Lodgers Tax
- Mercado
- Website
- Arts/Cultural Connect

Historic Preservationist

- Planning & Zoning
- Historic Inventory
- SHPO Representation
- Building Permits
- Comp plan reviewal
- Museums Connect

Comm/Econ Director

- Work Close w/Grant Admin
- Community Planning
- Business Econ Planning
- Ordinance Updates
- Frontier Communities
- Business Permits
- Other as assigned
- Econ/Comp Plan reviewal

Finance

Utility & Filing Clerk

- Receive Payment
- Billing
- Trash Reconcile
- Daily Balance & Deposit
- Customer Service
- General & Enterprise
- Records Organization
- Service & Work Orders
- Aging Accounts

Grants Admin

- PW Grants Search
- Fire Grants Search
- LE Grants Search
- Comm/Dev Grants Search
- Other Grant Opportunity
- Filing & Organization
- Tracking & Deadlines
- Submitting & Following
- Direct work with Engineering

Deputy Treasurer

- Accounts Payable
 - Payroll
 - Bank Recs
 - Journal Entries
 - Filing
 - Monthly/QTR Report
- Assist Utility Clerk

Deputy Clerk

- Fiscal Grants
 - Employee Records
 - Inventory Control
 - Fleet Control
 - Assist Record Keep
 - Monthly/QTR Reports
- Assist Utility Clerk

Town Clerk/Treasurer

- IPRA Requests
- HR Management
- Budget Monitoring
- Controller
- Agreements/Contracts
- BOT Meetings
- TRD Logging
- CPO/RFP's

Mar

Law Enforcement

Deputy 1

- 0-3 years experience
- Patrol
- Calls
- Crash Invest
- Traffic
- support other position
- other as assigned

Deputy 2

- 3-8 years experience
- Same Duties as 1
- Advanced Training
- General Instructor
- Basic Investigation
- (SRO capability)

Deputy 3

- 8+ years
- Same duties as 2
- 1st line supervisor
 - Adv Investigation

Seargant

- 3+ Years
- Sames Duties as 2
- Leading teams
- Multi-duty capacity
- IA Training

Luitenant

- 3-5 Years Leadership
- Same Duties as 2
- Chief Training

Marshal

Lead Team

Follow-up on Reporting

Manage all invesigations

Develop Policies & Regs

Manage PS Programs

Prepare Testimony

Department PIO as need

Public Works

Grounds 1

- Cleaning
- Landscaping
- Gen Maint
- Bldg Maint
- support fiesta
- support water
- other as assigned

Grounds 2

- Grounds lvl 1
- Fork/Backhoe Cert
- Street Sweep
- Landscape Class
- Irrigation Knowledge

Water 1

- Water Lvl 1 Cert
- Meter Read
- Meter Install
- Meter Maint
- Wtr Line Repair
- Support Grounds
- Other as assigned

Water 2

- Water Level 2 Cert
- Water Lvl 1 Cert
- Wtr Lvl 1 Duties
- Water Testing
- Support of Grounds
- Other as assigned

Water 2/Lead

- All Duties of Lvl 2
- Lead Grounds Crew
- Other as assigned

Director

Lead & SupportTeam

On Site Project detail

Project Planning

Landscape Planning

Problem Resolution

Work Order Manage

SCADA

Monthly/QTR/ANN Report



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor

Date: For Regular Meeting 04/22/2024

Re: Discussion: Position Pay Overview

Summary of items to be considered

- Position Pay Scale
- Specific Position Pay & Increases

Financial Impact:

- Full Discussion

Supporting Documentation:

- See Attached

	Position Allocation	Current	Proposed Start Pay	Proposed Full Potential 30%
<u>Marshal Department</u>				
Codes	1	16.5	16.5	21.45
Deputy 1	2	18.5	20.5	26.65
Deputy 2	2	20.5	22	28.6
Deputy 3	2	0	24	31.2
Seargent	2	24	24	31.2
Luitenant	1	26	26	33.8
Marshal	1	31	30	39
<u>Public Works</u>				
Grounds 1	3	15.5	15.5	20.15
Grounds 2	0	0	17	22.1
Water 1	1	16.5	18.5	24.05
Water 2	1	0	20	26
Water 2/Lead	1	22.65	21	27.3
Director	1	29	27	35.1
<u>Fire Department</u>				
Volunteer Coord	1	0	24	31.2
Fire Chief	1	28.4	30	39
<u>Comm & Econ Dev</u>				
Events Coordinator	1	20	20	26
Historic Preservationist	1	23.5	23	29.9
Director	1	0	27	35.1
<u>Finance</u>				
Billing Clerk	1	15.5	15.5	20.15
Filing Clerk	1	15.5	15.5	20.15
Deputy Treasurer	1	0	21	27.3
Grants Administrator	1	0	21	27.3
Deputy Clerk	1	21	21	27.3
Town Clerk/Treasurer	1	29.4	30	39

Possible Changes to Handbook

Probation: 180 days (Law Enforcement more?)

3% increase each year (CPI considered)



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor

Date: For Regular Meeting 04/22/2024

Re: Discussion: Budget Initial ICIP Overview

Summary of items to be considered

- Current List of ICIP Projects & Breakdowns by Year
- Proposed Projects to be considered

Financial Impact:

- None

Supporting Documentation:

- See Attached

<u>Capital Requests</u>				
Year	ID Number	Amt Rqst	Amt Fund	What is Requested
2025				
	41505	25,000	25,000	Public - Safety Radio System Purchase
	16126	120,000	120,000	Mesilla Water System & Well Tank System
	41528	150,000	75,000	Marshal Department Veh Purchas & Equip
	41527	120,000	95,000	Mesilla Signage Replace & Construct
Total Request		415,000	315,000	
2026				
	14186	200,000		Roadway Improvements Phase 2
	41528	75,000		Marshall Vehicle - Second Purchase
	41526	75,000		Playground Equipment Purchase
	41529	-500,000		Electric Vehicle Charging PRCHS EQUIP
	41529	-500,000		Electric Vehicle Charging PRCHS EQUIP
	39051	35,000	UPDATE \$	Alarm System Replace - Admin Facilities
	20588	105,500	100,000	Water Line Replacement Phase 1 Funding
	39057	125,000		Security Access Control Upgrades - Admin Facilities
	16126	4,535,000		Mesilla Water System New Well/Tank - Phase 3
Total Request		4,150,500	100,000	
2027				
	41531	40,000		SCADA System Upgrade
	14186	200,000		Roadway Improvements Phase 3
	20488	150,000		Sewer Line Extension Phase 1
	20588	1,708,000		Water Line Replacement Phase 2
	20493	200,000		Sewer System & Manhole Rehab
	39048	25,000		Sidewalk Refurbish & Replace - Phase 1
Total Request		2,083,000	0	
2028				
	20588	75,500		Water Line Replacement Phase 3
	20488	850,000		Sewer Line Extension Phase 2
	41531	40,000		SCADA System Upgrades
	39048	150,000		Sidewalk Refurbish & Replace - Phase 2
	30312	450,000		Parque de Los Leones Parking Loop Improvements
	20592	165,000		Park Playground & Restroom Upgrades - Phase 1
Total Request		1,730,500	0	
2029				
	22396	2,250,000		Boardroom Facility - Town Hall Addition
	20592	300,000		Park Playground & Restroom Upgrades - Phase 2
Total Request		2,550,000	0	
2030				

LGRF 2024		Calle de Picacho Curb & Gutter
LGRF 2025		Calle de Colon - Regrind and resurface
LGRF 2026		
LGRF 2027		
LGRF 2028		
LGRF 2029		
LGRF 2030		
TPF 2023		Calle de Santiago - Curb & Gutter/Road parking
TPF 2024		Calle de Picacho - Curb & Gutter/Road parking
TPF 2025		Paisano - Curb, Gutter, Drainage, Road replace
TPF 2026	ICIP 14213	Calle del Sur Widening & Drainage Improvement
TPF 2027		
TPF 2028		
TPF 2029		
TPF 2030		
Colonias 2023	900,000	
Colonias 2025	5,300,000	Water Tank & Well Project

Proposed 2025 -2030 Projects

Proposed Projects	ICIP?	Amount?	Possible Funding Sources
Picnic Tables on the Plaza		60,000	Destination Forward? Federal Grants?
Radio/Speaker System on the Plaza		120,000	Destination Forward? Federal Grants?
Security Upgrades to the Community Center		180,000	
Internet Access to the Community Center		20,000	
Security & Internet Upgrades to Town Hall			
Town Hall Phase 3 - Board Room/Museum	22396	2,250,000	Federal Grants
Town Hall Phase 4 - Fire Station			
Visitor Center Renovations		100,000	Destination Forward
Commemorative Park Lighting			
Community Center Park Signage			
Commemorative Park Rehabilitation			
Standby Generator			
Emergency Standby Access Points			
Re-Construct Historic Inventory		100,000	Destination Forward
Basket Ball Court Restoration		25,000	Destination Forward?
Veterans Park: Fountain Restoration			
Public Safety Park: Irrigation System			
Estrada Road Rehab			TPF
Calle Cuarta (Between Colon & Calle Cura)			LGRF
Calle San Albino			TPF
McDowell (after university project)			TPF
Glass Road			
Calle Pecana Planter			Clean & Beautiful
Shade Structures for all parks			
Recreational Trails Along Snow Rd			DOT
Recreational Trails Along Union			DOT
Resurface Snow Road			DOT
Resurface Public Parking at Church		30,000	Destination Forward
Pickle Ball Courts		90,000	Destination Forward
Agritourism, Fodo Trails			Destination Forward
Surface Parking lot at Commemorative		110,000	Destination Forward
Town Marketing Planning & Strategy			
Outdoor Ampitheatre			
Extended Walking Paths down Rio			
Stop Light at Intersection of 28/Union			
Enhanced Mesilla Entrance Signage			