



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, FEBRUARY 13, 2023 AT 5:00 PM
VILLAGE HALL 108 N. MAIN STREET

PLEASE SILENCE ALL ELECTRONIC DEVICES

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

-
- 1. CALL TO ORDER**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. APPROVAL OF AGENDA**
 - 5. APPROVAL OF MINUTES**
 - a. REGULAR MEETING - JANUARY 23, 2023**
 - 6. APPROVAL OF CASH BALANCE REPORTS**
 - 7. APPROVAL OF BILLS**
 - 8. MAYOR'S REPORT**
 - 9. CLERK'S REPORT**
 - 10. DEPARTMENT REPORTS**
 - a. EMS**
 - b. FIRE**
 - c. MARSHAL**
 - d. JUDGE**
 - e. PUBLIC WORKS**
 - f. LIBRARY**
 - 11. APPROVAL OF APPOINTMENT OF FIRE CHIEF**
 - 12. JOHN LEE, PRESIDENT OF MAGDALENA CHAMBER OF COMMERCE - REQUEST FOR LODGER'S TAX FUNDING FOR 2023 THE SOURCE VISITOR'S GUIDE ADVERTISING**
 - 13. DISCUSSION & POSSIBLE DECISION REGARDING QUOTE FROM MOTOROLA FOR MARSHAL'S DEPARTMENT BODY CAMERA, VIDEO TRANSFER STATIONS AND LICENSES**
 - 14. DISCUSSION & POSSIBLE DECISION REGARDING APPLYING FOR 2023 NEW MEXICO TRANSPORTATION PROJECT ROAD FUNDS**

15. DISCUSSION & POSSIBLE DECISION REGARDING PROFESSIONAL SERVICES AGREEMENT AMONG THE VILLAGE OF MAGDALENA AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, AND UNM MEDICAL GROUP, INC.

16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE AMERICAN RESCUE PLAN ACT FUNDS (ARPA) FOR THE PURCHASE OF A LOADER FOR UTILITY TRACTOR

17. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, FEBRUARY 13, 2023 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

18. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

DRAFT
MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, JANUARY 23, 2023, AT 5:00 PM

**MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO
AT THE FOLLOWING LINK:**

<https://us02web.zoom.us/j/4861155997?pwd=VOV6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the meeting to order at 5:02 p.m.

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee Clark Brown, Trustee Harvan Conrad, Carleen Gomez—Deputy Clerk, Attorney Kathy Stout

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson

ABSENT: Collier Nelson - Assistant Clerk

GUESTS: No Public was present at this meeting.

Attorney Kathy Stout led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Harvan Conrad moved to approve the agenda. Jim Nelson seconded the motion. The motion passed unanimously.

APPROVAL OF MINUTES

- a. **REGULAR MEETING- JANUARY 9, 2023** Donna Dawson moved to approve the minutes, as amended. Jim Nelson seconded the motion. The motion passed unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the Cash Balance Report and Harvan Conrad seconded the motion. The motion carried unanimously. Donna Dawson asked Michael Steininger why there was a negative balance in the Library Fund and the Capital Project Funds, Michael stated that there is \$25,000.00 left to be transferred into the Library Fund and that there are some bills from December for reimbursement in the Capital Projects Fund.

APPROVAL OF BILLS: Harvan Conrad moved to approve the Bill List and Clark Brown seconded the motion. The motion passed unanimously.

BILL LIST

A-X Propane		\$1358.85
City Of Socorro		\$1093.75
CMI, Inc.		\$450.00
DPC Industries		\$336.35
Ferno Washington Inc.		\$1191.70
Ingram Library Services, LLC		\$103.58

Jacob Finch		\$1074.38
KONICA MINOLTA		\$394.08
NM Municipal League		\$120.00
Printing System, Inc.		\$685.56
Quick Med Claim		\$123.26
Quill Order		\$325.92
RAK's Building Supply		\$78.69
Socorro Electric Coop		\$4363.98
Waterway of New Mexico, LLC		\$2605.90
		TOTAL: \$14,306.00

MAYOR'S REPORT: Mayor Rumpf stated that Carmen Torres will be reimbursed for sewer issues. Jim Nelson asked why Justin Adcock would not be able to take the Clerk/Treasurer, Mayor Rumpf stated that it was due to family issues.

CLERK'S REPORT: NO REPORT

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR HVAC SYSTEM AT MAGDALENA COMMUNITY CENTER – NM DEPARTMENT OF FINANCE & ADMINISTRATION CAPITAL APPROPRIATION PROJECT 22-G3026: Mayor Rumpf stated that other companies have not submitted any quotes and the quote presented is the only one that was received. Donna Dawson moved to postpone until more quotes could be presented and to bring them back to the next meeting. Clark Brown seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE LODGER'S TAX FUNDS FOR FLYER PRINTING AND SUPPLIES FOR VILLAGE EVENTS: Mayor Rumpf stated that there will be an Aviation Day Booth at the Round House and he would be handing out flyers, etc. Mayor Rumpf stated that plastic is the least expensive. Jim Nelson moved to approve the use of Lodger's Tax monies in the amount of \$300 for flyer printing and supplies for Village events, Clark Brown seconded the motion. Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Nay

Clark Brown: Aye

The motion carried by majority.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE LODGER'S TAX FUNDS FOR PROMOTIONAL GIFT BAGS: Donna Dawson moved to approval the use of Lodger's Tax Funds for promotional cloth gift bags in the amount of \$307.50 and Clark Brown seconded the motion. The motion carried unanimously. The cloth bags are cotton.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE AMERICAN RESCUE PLAN ACT FUNDS (ARPA) FOR PURCHASE OF JOHN DEERE TRACTOR/MOWER/GROOMER FOR MAGDALENA RODEO GROUNDS: Donna Dawson moved to wait until we know when the ARPA Funds expire. The motion failed due to the lack of a second. Jim Nelson moved to approve the use of the American Rescue Plan Act Funds and

Harvan Conrad seconded the motion. Mayor Rumpf stated that this purchase would be under the State Price Agreement, and we can do without the groomer at this time for the arena only.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Nay

Clark Brown: Aye

The motion carried by majority.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2023-03, DELEGATING THE MAYOR AUTHORITY TO SECURE AND MANAGE VILLAGE CREDIT CARDS: Donna Dawson moved authorize Deputy Clerk Carleen Gomez to secure and manage Village Credit Cards. The motion failed for the lack of a second. Jim Nelson moved to authorize Mayor Richard Rumpf to secure and manage Village Credit Cards and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Nay

Clark Brown: Aye

The motion carried by majority.

PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, JANUARY 23, 2023 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

Jim Nelson suggested not purchasing plastic for Village parties.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:41pm and Clark Brown seconded. The motion passed unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

Minutes taken by:

Collier Nelson
Assistant Clerk

Carleen Gomez

From: James Nelson
Sent: Tuesday, February 7, 2023 1:38 PM
To: Carleen Gomez
Subject: RE: Dept Reports Due

Seven EMS calls in January.

February 8, 2023

To: Village of Magdalena Trustees, Mayor of Magdalena

From: Jeff Joseph, Chief – Magdalena Volunteer Fire Department

Subject Monthly Report January 2023

The Fire Department held three training sessions in January.

We met with the people from First Net who provide first responders with cell phone and internet access on the AT&T system that has signal priority in case of community disasters. We have been testing their Internet hotspot at the Firehouse. We plan to obtain three cell phones for Department use, and the router for the internet at the Firehouse.

We have renewed the video online series from Action Training for Firefighter I and have added Firefighter II in order to enhance training.

The Chief and Captain participated in the Socorro County Fire Chiefs Association Meeting in January. Chief Joseph has been elected Treasurer of the organization.

Carol Brackman has completed EMT training and will be taking the Nation Test.

One volunteer will be participating in the Wildland Fire training in Socorro in February.

Email account for the Fire Chief is magvfdchief@gmail.com, Please feel free to contact me there.

Magdalena Marshal's Office

Monthly Report	Month: Jan	Year: 2023
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	1	94
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS	1 C/A	
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE		
PUBLIC SERVICE	10	
NM STATE POLICE	1	
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	1	
Misc. Cases	10	
TOTALS:	24	94

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : **JAN** Year: **2022**

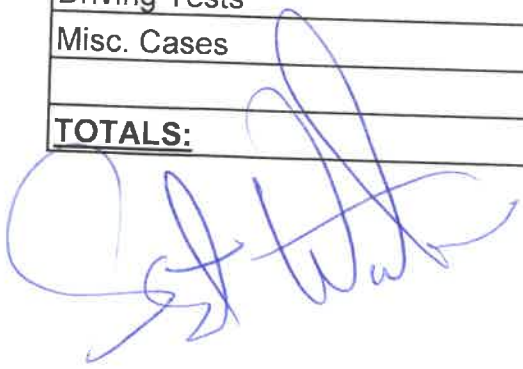
License Number: _____
 Make and Model: **FORD E3XP 2021**

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	4619	4765	146	16.7	55.1			Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25	4765	4945	180	18.19	64.75			Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			326	34.89	119.85			

I certify that the above is correct to the best of my knowledge.
Signature:  **Title: MARSHAL**

Magdalena Marshal's Office

Monthly Report	<u>Month:</u>	<u>Year: 2023</u>
	ID# Mag 2	
Total Miles Driven:		
GENERAL CALLS:	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	21	\$1,134
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	1	
D.W.I. ARRESTS	0	
FELONY ARRESTS	1	
MISDEMEANOR ARRESTS	0	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	1	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
ASSISTANCE CALLS:		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	0	
NM STATE POLICE	3	
SHERIFF'S OFFICE	0	
NM GAME & FISH	0	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
OTHER:		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases		
TOTALS:	28	\$1,134



MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : January Year: 2023

License Number: _____
 Make and Model: _ Explorer 2015

Report due in NO LATER THAN THE 10th OF THE MONTH

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7	79403	79473	70	19.7	65			07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	79473	79573	100	18.37	63			Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26	79573	79702	129	16.86	60.01			Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								Code: _____ Date: _____
Totals			299	54.93	188.01			

I certify that the above is correct to the best of my knowledge.

Signature: _____ Title: _____

Magdalena Marshal's Office

Monthly Report	<u>Month:</u>	<u>Year: 2023</u>
	ID# Mag 3	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	15	\$150
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE		
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases		
<u>TOTALS:</u>	15	\$150

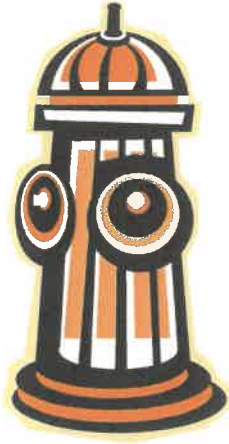
MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : January Year: 2023

License Number: _ G97490
 Make and Model: _ Chev Silverodo 2016

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	7792	7657	135	15.4	57.1			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10	7657	7843	186	15.9	54.6			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$
13								10
14								Invoice No.: _____ Amt.\$
15								Date
16								Invoice No.: _____ Amt.\$
17								Code:____ Date:_____
18								Invoice No.: _____ Amt.\$
19								Code:____ Date:_____
20								Invoice No.: _____ Amt.\$
21								Code:____ Date:_____
22								Invoice No.: _____ Amt.\$
23	7843	8026	183	18.1	64.5			Code:____ Date:_____
24								Invoice No.: _____ Amt.\$
25								Code:____ Date:_____
26								Invoice No.: _____ Amt.\$
27								Code:____ Date:_____
28								Invoice No.: _____ Amt.\$
29	8026	8154	128	15.8	\$54.00			Code:____ Date:_____
30								Invoice No.: _____ Amt.\$
31								
Totals			632	65.2	230.2			

I certify that the above is correct to the best of my knowledge.

Signature: *Paulitha Monte* Title: *Deputy*



January 2022 Utilities Report

- 1) Daily well rounds and screen cleaning.
- 2) Fixing potholes.
- 3) Worked on Trujillo well house put paneling on walls painted pipes and floor.
- 4) Did meter readings and shut off list.
- 5) Put paneling on walls painted pipes and floor on spears well.
- 6) Fixed road to Trujillo well again after all the snow.
- 7) Did water samples and residuals throughout the month.
- 8) Mapped out sewer lines for new construction by post office.
- 9) Worked on calls for leaks and broken water lines.
- 10) Put new meter on Kelly and 6th street.
- 11) Put paneling on walls painted pipes and floor on Benjamin well house.
- 12) Got trash truck serviced.
- 13) Did yearly test for all fire extinguishers.

Librarian's Report January 2023

Days Open	19 (123 hours)	# of Volunteers	5
Days Closed	2 (sick day, MLK Holiday)	Volunteer Hours	50
Total Visitors	247		
Museum Visitors	8	New Library Cards	11

Events:

Number of Events:	9	Attendance:	58
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Date:		# of People:
1/5/2023	Library Board	4 adults
1/6/2023	Code Club	6 kids + 2 adults
1/12/2023	FOL Meeting	6 adults
1/13/2023	Code Club	3 kids + 1 adult
1/20/2023	Code Club	4 kids
1/21/2023	Free Cricut Class	13 adults
1/26/2023	PreK Visit	7 kids + 2 adults
1/26/2023	Book Club	3 adults
1/27/2023	Code Club	6 kids + 1 adult

Circulation

PHYSICAL		DIGITAL	
# of Books	97	# of eBooks	57
# of Books on CD	17	# of Online Audio	43
# of DVDs	54		
Total Physical	168	Total Digital	100
Total Circulation	268 (24 kids' items)		
ILL Processed	5 Requested, 8 Received, 6 Returned		

Computers/Wi-Fi

# Computer Sign ins	17 + 23 Code Club = 40
Total Unique Wi-Fi Devices	108
Avg. # Wi-Fi Devices per day	21
Avg. Data Usage per Device	1.77 GB

Other:

Library Legislative Day

Library Legislative day was Friday, January 27th. Members of the New Mexico Library Association went to the state capitol to bring awareness to library issues. A small group of librarians from different library types were invited to attend and be recognized in the session. The day before the session, the NMLA group invited me to be one of them, but due to the last minute timing, I was unable to attend. There was a mix up and Representative Gail Armstrong still mentioned me as being in attendance. If you're interested in seeing the moments were I (and Magdalena Public Library) were mentioned, here is the link:

<https://sg001-harmony.sliq.net/00293/Harmony/en/PowerBrowser/PowerBrowserV2/20230127/-1/70655>

Rep. Armstrong spoke about libraries at time code 11:56:42 and again at 11:59:00.

Take Your Child to the Library Day

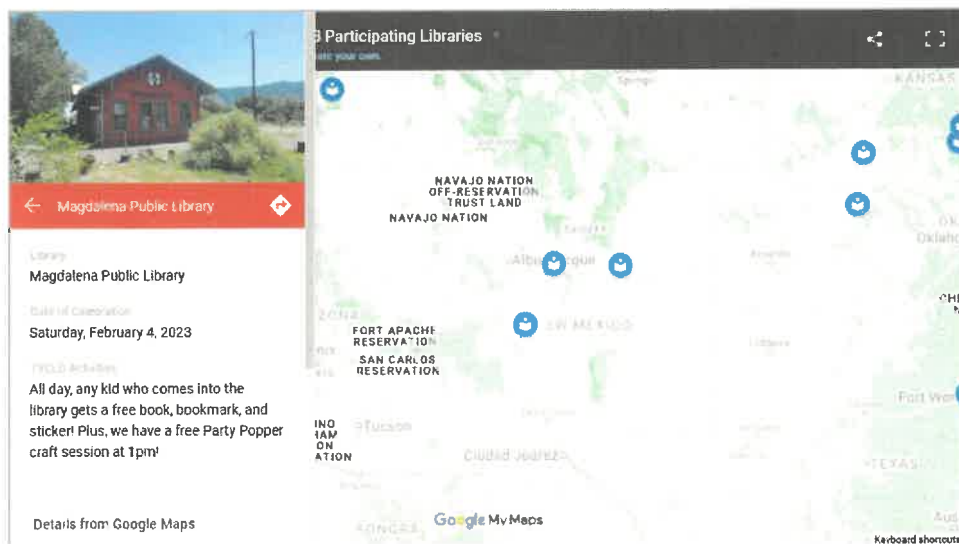
Twelve years ago, libraries in Connecticut started a National Take Your Child to the Library event to happen on the first Saturday in February, and it has since spread to other states. This is the first year I've heard about it and so our library will participate. The website for the event includes a Google map listing all of the libraries who are participating. For New Mexico, we are one of only three libraries participating. The other two libraries are Corrales Community Library in Corrales, NM & David F. Cargo El Valle De Anton Chico Library in La Loma, NM.

Here is a screenshot of the map with our listing, taken 1/31/2023, followed by a screenshot of the map zoomed out to show the whole country.

2023 TYCLD Library Participation Map

Click on the library icons on the map below for information about the library and their TYCLD plans.

If you represent a library and you need to make changes to your listing, just fill out the form again and use the "Is there anything else you'd like to tell us?" question to let us know it's an update.





Here is a link to the website about the event, where you can find the map.

<https://takeyourchildtothelibrary.org/>

Closed & Hour Changes

Closed 1/3 – out sick

Closed 1/14 – MLK Jr Holiday Observed

Opened late 1/24 – snow

Closed early 1/28 – Ivy took personal leave, volunteer opened for shortened hours

Respectfully Submitted,

Ivy Stover,

Library Director

**Request to Village of Magdalena for Use of Lodger's Tax
(Pursuant to Lodger's Tax Act Section 3-38-14 NMSA 1978)**

Our mission is to stimulate economic growth by marketing Magdalena as a visitor destination through tourism.

Eligible uses of Lodger's Tax Proceeds are to defray the costs of:
• **advertising, publicizing and promoting tourist-related attractions, facilities and events as stated in SECTION 4 of the Village Ordinance.** (A complete copy is available upon request.)

1. This request is made by EL DEFENSOR CHIEFTAIN (Applicant)
Address: 200 WINKLER ST. SOCORRO N.M. 87801
(OWNED BY ALBUQUERQUE PUBLISHING COMPANY)
Phone: 575-835-0520 Email: WMOELLER @ ABQ JOURNAL
(WANDA MOELLER - V.P. ABQ COM JOURNAL)
- 501-3C Non-Profit Entity; (provide proof)
 For Profit Entity; (Private Individual/Entity)
 Group/Organization without Non-Profit Status;
 Other: _____

The purpose of this request is to provide tourist related activities and contract with the Village and other individuals/entities in the provision of tourist-related promotional activities.

Name of Event: ANNUAL PUBLICATION OF "THE SOURCE" MAGAZINE
Location of Event: MAGAZINES DISTRIBUTED TO COMMERCIAL ESTABLISHMENTS
Description of Event: EXCELLENT PROMOTION FOR THE TOURIST INDUSTRY IN MAGDALENA
Is this a fund raising event? Please describe: NO
Proposed Date of Event: MAGAZINE NORMALLY COMES OUT IN APRIL

1. **All printed material must include the Village logo (available at Village Hall once approval has been given), and indicate that Village of Magdalena Lodger's Tax funds were used in the purchase of said items.**
- **BEFORE EVENT**
- Applicant is required to provide an estimated budget to include: Revenue (income from sponsors, sales, booth space fees, etc.) and

EVENT/ORGANIZATION: SOURCE MAGAZINE

BUDGET WORKSHEET (complete this form as an estimate BEFORE your event and again AFTER your event showing actual amounts, along with an event summary)

INCOME SOURCES	ESTIMATE	ACTUAL
<u>LODGER'S TAX</u>		<u>1,055.34</u>

TOTAL INCOME _____

EXPENSES	ESTIMATE	ACTUAL

TOTAL EXPENSES _____

MARKETING

Who is your target market?

OUT OF AREA TOURISTS AND VISITORS

How/where are you advertising your event? Does this reach your target market?

VIA MAGAZINE (SOURCE) DISTRIBUTED YEAR AROUND.

* Please include copies of all advertisements following event.

	ESTIMATE	ACTUAL
Number of Visitors at Event	_____	_____
Number of Motel Rooms Filled	_____	_____

EVENT SUMMARY (Please let us know how your event went, things that went well, areas that need work or attention for next year)

Expenses (advertising, rental fees, etc.).

• FOLLOWING EVENT

- Applicant shall provide accurate financial records (invoices, receipts, etc.) for all items for which the City pays.

2. Use of Funds

The use of Village of Magdalena's Lodger's tax funds are outlined by Village Ordinance No. 2015-06. The requirements as outlined by the Village's Lodger's Tax Ordinance must be adhered to in the execution of all aspects of this request. Applicant acknowledges that a complete copy is available and understands the eligible uses of Lodger's Tax Proceeds. * Lodger's tax funds are not to be used to pay for motel rooms.

3. Terms and Conditions of this Request

A. Contractor is requesting \$1,055.34 in Lodger's Tax funds to be used as follows:

COVERS VILLAGE'S SHARE OF PAGES
IN THE SOURCE MAGAZINE.
THE CHAMBER OF COMMERCE VIA MERCHANTS
COVERS THE REST OF THE PAGES

B. Any other requests (ie. Use of Village property, police escort, etc. must be made at Village Hall). NO

This request is submitted the 10th day of FEBRUARY, 2023

John W. Leej DVM
Applicant Signature

Village of Magdalena

Approval

As Mayor of the Village of Magdalena I am authorizing the above described event with the understanding that all preliminary administrative functions have been met (i.e. budget, Board approval, etc.).

Richard Rumpf – Mayor

El Defensor Chieftain

For Inquiries Please Call: (575) 835-0520

Account Number

1000335

Ad Proof/Order Confirmation

Ad Order Number

0001564354

VILLAGE OF MAGDALENA
P.O. BOX 145
MAGDALENA, NM 87825 USA

<u>Ordered By</u>	MAYOR RUMPF	<u>Customer Phone</u>	5758542261	<u>Joint Ad.#</u>	
<u>Customer EMail</u>	clerk@villageofmagdalena.com	<u>PO Number</u>	2023		
<u>Ad Cost</u>	\$980.00	<u>Sales Rep</u>	tlombardi		
<u>Tax Amount</u>	\$75.34	<u>Order Taker</u>	dortega		
<u>Total Amount</u>	\$1,055.34	<u>Payment Method</u>	Credit Card		
<u>Amount Due</u>	\$1,055.34	<u>Payment Amount</u>	\$0.00		
<u>Affidavits</u>	0				

Pick Up # 0001539093-01

Product El Defensor Chieftain
Ad Number 0001564354-01
Ad Type 0 Magazine 40
Ad Size 4 X 10.00"
Color Full

Placement The Source 40"
Classification The Source Ins
Sort Text SOURCE 2023

Run Date
03/30/2023

WYSIWYG Content

Billing Address:
MAGDALENA, VILLAGE OF
P O BOX 145
Magdalena, NM 87825
US

Shipping Address:
MAGDALENA, VILLAGE OF
108 N MAIN
MAGDALENA, NM 87825
US

Quote Date:01/27/2023
Expiration Date:03/31/2023
Quote Created By:
Victor Franch
Victor.Franch@
motorolasolutions.com

End Customer:
MAGDALENA, VILLAGE OF
Brian Waterman
5053216249

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Summary:

(4)V300, ELCloud

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	V300					
1	WGB-0138A	V300 TRANSFER STATION II	1		\$1,495.00	\$1,495.00
2	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	4		\$995.00	\$3,980.00
3	WGP02614	V300, BATT, 3.8V, 4180MAH	4		\$99.00	\$396.00
	VideoManager EL: Video Evidence Management					
4	WGA00421-501	UPLOAD APPLIANCE, SVR 1U, 60 CONCRNT DEV	1		\$3,850.00	\$3,850.00
5	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$1,500.00	\$1,500.00
6	WGW00140-100	EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL SERVICE ON SITE, 5-YEAR (MONTHS 37-60)	1	5 YEARS	\$650.00	\$650.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
7	WGC01001	VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE	6	1 YEAR	\$495.00	\$2,970.00
8	Incentive	Expiration Date: 03/31/2023	1		-\$725.00	-\$725.00
Grand Total					\$14,116.00(USD)	

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$13,596.00	\$0.00
Year 2 Subscription Fee	\$130.00	\$0.00
Year 3 Subscription Fee	\$130.00	\$0.00
Year 4 Subscription Fee	\$130.00	\$0.00
Year 5 Subscription Fee	\$130.00	\$0.00
Grand Total System Price	\$14,116.00	\$0.00



01/27/2023

MAGDALENA, VILLAGE OF
P O BOX 145
Magdalena, NM 87825

RE: Motorola Quote for (4)V300 ELCloud
Dear Brian Waterman,

Motorola Solutions is pleased to present MAGDALENA, VILLAGE OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MAGDALENA, VILLAGE OF with the best products and services available in the communications industry. Please direct any questions to Victor Franch at Victor.Franch@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Victor Franch

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

January 31, 2023

Mayor Richard Rumpf
Village of Magdalena
108 N. Main St.
Magdalena, NM 87825

Re: Proposal for TPF Application 2023

Dear Mr. Rumpf:

Thank you for the opportunity to offer you a proposal for the efforts to assist the Village of Magdalena in application of the New Mexico Transportation Project Fund (TPF) 2023. The total fee for this effort is **\$6,825.00 Lump Sum** (exclusive of tax).

Scope of Work:

BHI will assist in filling out the Project Feasibility Form (PFF) which needs to be completed and submitted to the South Central RTPO no later than March 23, 2023.

BHI will assist with Conceptual Construction Cost Estimates and Preliminary Cost Estimates for Engineering Services to complete necessary studies and design recommendations.

BHI will prepare scope of work for the project along with graphics and engineering sketches to support the application as needed

BHI will assist the Village with the completion of the TPF application which is due May 31, 2023.

Assumptions:

TPF Application for 2023 will be 10th Street from Spruce St. to NM-107 Planning and Design. This will require the analysis and sizing of Bridge structure for Hop Canyon Crossing which is currently a low water crossing.

One Application is included in the scope listed above, if multiple applications are required BHI can provide these services for additional scope and fee.

10th Street is under the Village Jurisdiction and Right of Way, All applications must be signed and submitted by the Village.

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

Mayor Richard Rumpf
Village of Magdalena
January 31, 2023
Page 2 of 2

If this proposal is acceptable, please sign in the space provided below and in the Standard Form of Agreement.

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. Time and materials items will be computed in accordance with the Fee Schedule in effect at the time the services are invoiced. New Mexico gross receipts tax will be added to all invoices.

We look forward to working with you on this project. If you have any questions or need any additional information, please feel free to contact me.

Sincerely,



Roy Glenn Gibson, PE
Vice President
Traffic and Transportation

RGG/jma

Enclosure

ACCEPTED:

BY _____
(Signature)

(Printed Name)

TITLE _____

DATE _____

**BOHANNAN HUSTON, INC.
STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL SERVICES**

CONTRACT NAME: TPF Application 2023

DATE: _____

ARTICLE 1. DEFINITIONS

Bohannan Huston, Inc. (BHI), whose address and telephone is 7500 Jefferson St NE, Albuquerque, NM, 87109, 505-823-1000 shall also be referred to as BHI for its subsidiaries. The Client Village of Magdalena, whose address is 108 N. Main St., Magdalena, NM 87825 shall be referred to as Client and shall refer to the party, partnership, corporation, or entity signing this contract.

BHI will furnish labor and/or materials for the property located in: Magdalena, New Mexico ("Property") pursuant to the terms and conditions of this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS

The Client will be invoiced each month for work, which has been accomplished to the date shown on the invoice. Invoices are due and payable upon receipt. Questionable charges or errors on an invoice shall be brought to the attention of BHI within fourteen (14) days of the invoice date, or it is agreed that the charges are correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid more than thirty (30) days from the invoice date shall accrue interest at a rate of 1% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by BHI including but not limited to reasonable attorney fees in pursuing collection of any sums not paid to BHI pursuant to the terms of this contract. BHI may terminate this contract if payment on any invoice not in dispute is not paid in full within forty-five (45) days from the date of the invoice. Fees invoiced are due whether or not the project is constructed. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the services are invoiced. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

- A. Oral or Implied Acceptance of Contract:** This Contract has been forwarded to the Client prior to execution by both parties, and the Client understands that BHI may proceed prior to receipt of executed copy of professional services contract. Client's oral acceptance or authorization to initiate services shall be considered by both parties to constitute acceptance of all terms and conditions of this contract prior to formal execution.
- B. Project Mobilization Fee/Retainer:** BHI may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
- C. Right to Renegotiate:** BHI reserves the right to renegotiate this contract should project be halted for 30 days or more.
- D. Lien Provisions:** The Client warrants, acknowledges and agrees that it has secured legal rights to the property upon which the project will be built or that such right will be secured within sixty (60) days after signing the contract. The Client further acknowledges and agrees that non-payment of fees owed under this contract may result in a mechanic's lien being placed on the property upon which the project is/will be located, whether or not the design plans or development data have been used in actual construction. This contract constitutes proper notice to Client (if owner and/or original contractor), of Bohannan Huston, Inc.'s right to claim a lien in the event of non-payment in compliance with 48-2-2.1 of the New Mexico Statutes Annotated.
- E. Stamp or Release of Documents or Plans Only After Payment:** BHI will not stamp drawings with its professional seal for any phase of this project under the terms of this contract until all invoices billed up to that point in the project have been paid in full. BHI will, necessary, withhold release of documents or plans until all invoices billed up to that point have been paid in full.

ARTICLE 3. CONTRACT RENEGOTIATION

BHI reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts.

ARTICLE 4. CLAIMS

The Client acknowledges that BHI is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of BHI in the execution or performance of this contract shall be made against BHI and not against such director, officer, or employee individually.

A. Professional surveying services: Pursuant to Section 61-23-27.9(D) NMSA 1978, BHI carries professional liability insurance coverage for surveying services in the amount of \$2 million dollars per occurrence and \$4 million dollars in aggregate.

ARTICLE 5. INFORMATION SUPPLIED BY CLIENT

Client certifies that any Client furnished information supplied to BHI is correct and BHI can rely on this information as being correct as a basis for BHI's work product. Furthermore, BHI will not assume any responsibility or liability for errors or omissions in Client furnished information.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any plans or specifications prepared by BHI shall be restricted to the original site for which they were prepared. Reproduction, reuse, or alteration by any method, in whole or in part, is prohibited unless authorized in writing by BHI. Any unauthorized reproduction, reuse or alteration of documents relieves BHI of any responsibilities or liabilities whatsoever. BHI has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

Drawings and specifications as instruments of service are and shall remain the property of BHI whether the project for which they are made is constructed or not. These drawings are not to be used by the Client on other projects, or extensions to this project, except by contract in writing and with appropriate compensation to BHI.

ARTICLE 7. FORCE MAJEURE

Should the services provided as a result of this contract result in construction of facilities, BHI in no way warrants or guarantees the performance of general contractor or subcontractors. BHI assumes no responsibility for the general contractor's or subcontractor's safety program (i.e., means, methods, techniques, sequences, schedules, or compliance with laws, rules, regulations, ordinances, codes, permits, or others).

BHI will not be responsible for delays or defaults in the performance of design services, which are beyond its control.

It is recognized that neither BHI nor the Client has control over the cost of labor, materials, or equipment; over the general contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, BHI cannot and does not guarantee construction cost, nor has any fixed limit of construction cost been established as a condition of this contract.

ARTICLE 8. DESIGN AND CONSTRUCTION RELATED PROVISIONS

A. Engineer's Construction Phase Responsibilities: Unless specifically contracted for, BHI shall only answer questions, attend meetings, prepare correspondence, and make revisions to design documents prepared by BHI where such services are directly attributable to changes in construction field conditions. Any other requests for service to modify, change, or revise any plans or documents and attend meetings to coordinate or implement construction of the improvements will be billed on a time and materials basis, at BHI's usual and customary rate.

B. Opinion of Probable Construction Costs: BHI's opinions of probable Construction Cost provided for herein are to be made on the basis of BHI's experience and qualifications and represent BHI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since BHI has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, BHI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by BHI. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator. BHI assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The Client and BHI each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the Client nor BHI shall assign, set over, or transfer its interest, in whole or in part, in this contract without the prior written consent of the other, nor shall any act in derogation hereof at the option of the non-assigning party, render the written contract terminated.

ARTICLE 10. DISPUTES

BHI and the Client agree that claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof first be attempted to be resolved by mediation. However, if mediation is not successful, then disputes shall be resolved by litigation, unless parties mutually agree to arbitration. Any lawsuit filed shall be filed in state court in the County of Bernalillo or federal court in the District Court of New Mexico.

ARTICLE 11. CONTRACT TERMINATION

This contract may be terminated for cause by the Client upon fourteen (14) days' written notice to BHI. In the event of such termination, BHI shall be immediately paid compensation for all services performed to the termination date. Upon payment thereof, any and all obligations and liabilities of the parties hereto shall terminate. This Contract and any modification thereof may be terminated by BHI with or without cause upon fourteen (14) days' notice and BHI shall be paid compensation for services performed up to the termination date.

ARTICLE 12. EXCLUSION OF DAMAGES

In no event shall BHI be liable to Client for any indirect, incidental, special, or consequential damages, regardless of the nature of the claim.

ARTICLE 13. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials may exist where there is no reason to believe they could or should be present. Bohannan Huston, Inc. and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. BHI and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for BHI to take immediate measures to protect human health and safety and/or the environment. BHI agrees to notify the Client as soon as practically possible should unanticipated hazardous materials be encountered.

The Client agrees to allow BHI to take any and all measures that in BHI's professional opinion are justified to preserve and protect the health and safety of BHI's personnel and public and/or the environment, and the Client agrees to compensate BHI for the additional cost of such work. In addition, the Client waives any claim against BHI and agrees to indemnify, defend, and hold harmless BHI from any claim or liability for injury or loss in regard to encountering any unanticipated hazardous materials. The Client also agrees to compensate BHI for any time spent and expenses incurred by BHI in defense of any such claim.

ARTICLE 14. SCOPE OF AGREEMENT

This contract and attachments represent the entire agreement with the client. Any change to the contract terms and conditions shall be modified only by a written modification executed by both parties. No oral or written representations, inducements, or understandings of any kind or nature may modify this agreement.

ARTICLE 15. JOBSITE SAFETY

Insofar as jobsite safety is concerned, BHI is responsible for its employees' activities on the jobsite, but this shall not be construed to relieve Client, the Owner, or any construction contractors from their responsibilities for maintaining a safe jobsite.

ARTICLE 16. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless BHI, and hereby indemnifies BHI against, any and all claims, demands, causes of action, loss, costs, damages and expenses, including reasonable attorney's fees arising out of or in connection with injuries or death to any and all persons and damages to any property to the extent or sustained in connection with, or arising out of Client's negligence or negligence of any party for which Client is legally liable.

ARTICLE 17. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules, which may be required, are contained in attachments or exhibits to this contract.

BOHANNAN HUSTON, INC.
CONSULTANT

Village of Magdalena
CLIENT

APPROVED BY (SIGNATURE)

APPROVED BY (SIGNATURE)

Roy G. Gibson, PE
APPROVED BY (PRINT NAME)

APPROVED BY (PRINT NAME)

Vice President
TITLE

TITLE

January 04, 2023
DATE

DATE

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BOHANNAN HUSTON, INC.

CONSULTANT

APPROVED BY (SIGNATURE)

Roy G. Gibson, PE

APPROVED BY (PRINT NAME)

Vice President

TITLE

January 31, 2023

DATE

Village of Magdalena

CLIENT

APPROVED BY (SIGNATURE)

APPROVED BY (PRINT NAME)

TITLE

DATE

VILLAGE OF MAGDALENA- TPF APPLICATION

<u>ROADWAY:</u>	<u>TOTAL</u>
10TH STREET	\$ 2,637,330.29
KELLY	\$ 668,299.94
SPRUCE	\$ 237,893.91
 OVERALL TOTAL:	 <u>\$ 3,543,524.14</u>
 Total includes Contingency	 \$ 1,063,057.24

10TH STREET (W/ LITHIFIED SOIL)

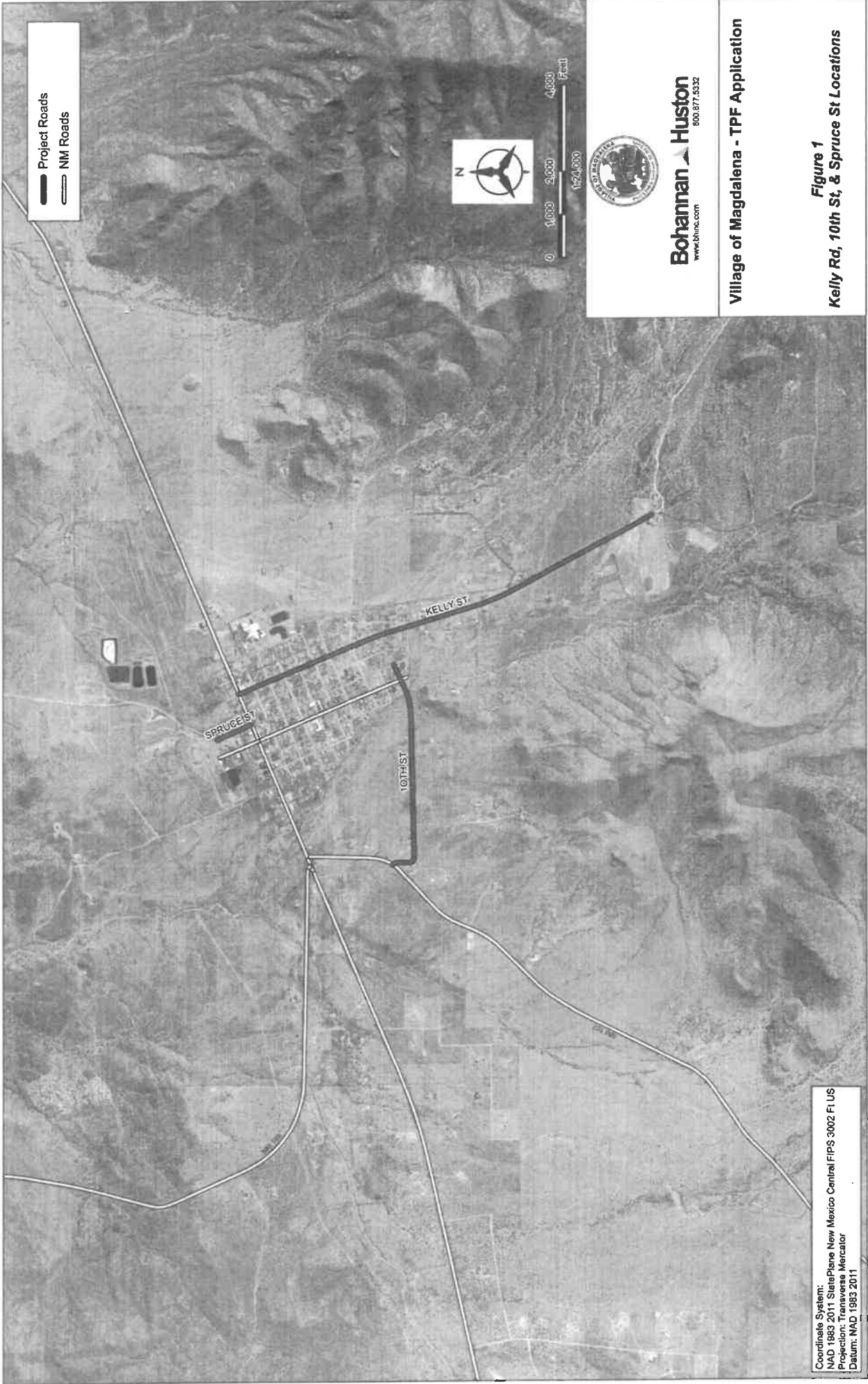
ITEM SPECIFICATIONS			ESTIMATE			TOTAL
BID ITEM #	ITEM ID	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
	201000	CLEARING AND GRUBBING	LS		\$ 10,000.00	\$ 10,000.00
	203000	UNCLASSIFIED EXCAVATION	C.Y.	2,500.00	\$ 22.00	\$ 55,000.00
	203100	BORROW	C.Y.	1,000.00	\$ 30.00	\$ 30,000.00
	209000	BLADING AND RESHAPING	MILE	1.00	\$ 15,000.00	\$ 15,000.00
	210001	UNSUITABLE MATERIAL EXCAVATION	C.Y.	50.00	\$ 150.00	\$ 7,500.00
	210002	MAJOR STRUCTURE EXCAVATION	C.Y.	1,700.00	\$ 65.00	\$ 110,500.00
	210003	MAJOR STRUCTURE BACKFILL	C.Y.	1,200.00	\$ 120.00	\$ 144,000.00
	303160	BASE COURSE 6" FOR DRIVEPADS	S.Y.	480	\$ 20.00	\$ 9,600.00
	306999	LITHIFIED SUBGRADE TREATMENT 8" DEPTH	S.Y.	13,800	\$ 30.00	\$ 414,000.00
	402430	HIGH FLOAT EMULSION	Ton	5	\$ 950.00	\$ 4,750.00
	410020	TWO COAT SURFACE TREATMENT	S.Y.	13,800	\$ 8.00	\$ 110,400.00
	511030	STRUCTURAL CONCRETE, CLASS AA	C.Y.	230	\$ 1,500.00	\$ 344,400.00
	540060	REINFORCING BARS GRADE 60	LB	75,390	\$ 2.25	\$ 169,627.50
	543001	METAL RAILING, TYPE A32	L.F.	50	\$ 420.00	\$ 21,000.00
	602000	RIPRAP CLASS A	CY	250	\$ 600.00	\$ 150,000.00
	603281	SWPPP PLAN PREPARATION & MAINTENANCE	LS		\$ 7,500.00	\$ 7,500.00
	606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	50	\$ 42.00	\$ 2,100.00
	606011	SINGLE FACE THRIE-BEAM GUARDRAIL	L.F.	50	\$ 100.00	\$ 5,000.00
	606052	END TREATMENT TL-2 END TERMINAL	EACH	2	\$ 3,800.00	\$ 7,600.00
	606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	\$ 2,200.00	\$ 4,400.00
	606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	\$ 5,000.00	\$ 20,000.00
	621000	MOBILIZATION	LS		10%	\$ 175,000.00
	632000	CLASS A SEEDING	AC	2.40	\$ 20,000.00	\$ 48,000.00
	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS		\$ 25,000.00	\$ 25,000.00
	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	10,300.00	\$ 1.00	\$ 10,300.00
	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS		\$ 20,000.00	\$ 20,000.00
					Subtotal	\$ 1,920,677.50
					NM GRT (7.3125%)	\$ 140,449.54
					Subtotal (Per SY)	\$ 149.36
					30% CONTINGENCY	\$ 576,203.25
					TOTAL	\$2,637,330.29

KELLY ST

ITEM SPECIFICATIONS			ESTIMATE			TOTAL
BID ITEM #	ITEM ID	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
	201000	CLEARING AND GRUBBING	LS		\$ 10,000.00	\$ 10,000.00
	203000	UNCLASSIFIED EXCAVATION	C.Y.	0.00	\$ 22.00	\$ -
	203100	BORROW	C.Y.	0.00	\$ 30.00	\$ -
	209000	BLADING AND RESHAPING	MILE	2.00	\$ 10,000.00	\$ 20,000.00
	303160	BASE COURSE 6" FOR DRIVEPADS	S.Y.	480	\$ 20.00	\$ 9,600.00
	402430	HIGH FLOAT EMULSION	TON	10	\$ 950.00	\$ 9,500.00
	410020	TWO COAT SURFACE TREATMENT	S.Y.	27,900	\$ 8.00	\$ 223,200.00
	603281	SWPPP PLAN PREPARATION & MAINTENANCE	LS		\$ 7,500.00	\$ 7,500.00
	621000	MOBILIZATION	LS		10%	\$ 45,000.00
	632000	CLASS A SEEDING	AC	4.80	\$ 20,000.00	\$ 96,000.00
	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS		\$ 25,000.00	\$ 25,000.00
	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	20,900.00	\$ 1.00	\$ 20,900.00
	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS		\$ 20,000.00	\$ 20,000.00
				Subtotal	\$	486,700.00
				NM GRT (7.3125%)	\$	35,589.94
				Subtotal (Per SY)	\$	18.72
				30% CONTINGENCY	\$	146,010.00
				TOTAL	\$	\$668,299.94

Spruce Extension (w/ LITHIFIED SOIL)

ITEM SPECIFICATIONS			ESTIMATE			TOTAL
BID ITEM #	ITEM ID	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
	201000	CLEARING AND GRUBBING	LS	LS	10,000.00	\$ 10,000.00
	203000	UNCLASSIFIED EXCAVATION	C.Y.	700.00	22.00	\$ 15,400.00
	203100	BORROW	C.Y.	100.00	30.00	\$ 3,000.00
	209000	BLADING AND RESHAPING	MILE	0.20	15,000.00	\$ 3,000.00
	303160	BASE COURSE 6" FOR DRIVEPADS	S.Y.	480	20.00	\$ 9,600.00
	306999	LITHIFIED SUBGRADE TREATMENT 8" DEPTH	S.Y.	1,150	30.00	\$ 34,500.00
	402430	HIGH FLOAT EMULSION	TON	3	950.00	\$ 2,850.00
	410020	TWO COAT SURFACE TREATMENT	S.Y.	2,300	8.00	\$ 18,400.00
	603281	SWPPP PLAN PREPARATION & MAINTENANCE	LS	LS	7,500.00	\$ 7,500.00
	621000	MOBILIZATION	LS	LS	10%	\$ 16,000.00
	632000	CLASS A SEEDING	AC	0.40	20,000.00	\$ 8,000.00
	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	25,000.00	\$ 25,000.00
	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	20,000.00	\$ 20,000.00
				Subtotal	\$	173,250.00
				NM GRT (7.3125%)	\$	12,668.91
				Subtotal (Per SY)	\$	80.83
				30% CONTINGENCY	\$	51,975.00
				TOTAL	\$	\$237,893.91



Project Roads
 NM Roads



0 1000 2000 4000 Feet



Bohannan & Huston
 www.bhinc.com
 800.877.5332

Village of Magdalena - TPF Application

Figure 1
Kelly Rd, 10th St, & Spruce St Locations

January 2023

Coordinate System:
 NAD 1983 2011 StatePlane New Mexico Central FIPS 3002 F1 US
 Projection: Transverse Mercator
 Datum: NAD 1983 2011

B:\Magdalena, Village of (805564)\04-Prime\2023 TPF Application\Figures\Aerial\Figures\Figures.aprx
 Author: jkaberlein

**PROFESSIONAL SERVICES AGREEMENT
AMONG
VILLAGE OF MAGDALENA
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO,
AND
UNM MEDICAL GROUP, INC.**

This Professional Services Agreement (this “Agreement”) is made and entered into as of February 1, 2023 (“Effective Date”), by and among the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Emergency Medicine (“UNMHSC”); and UNM Medical Group, Inc., a New Mexico nonprofit and University Research Park and Economic Development Act corporation (“UNMMG”), and the Village of Magdalena Fire & EMS Department (“MAGDALENA”).

RECITALS

- A. MAGDALENA is in need of medical director services to support their Emergency Medical Services (“EMS”) program and Fire Department;
- B. UNMHSC employs physicians who are qualified to provide such services; and
- C. MAGDALENA desires to engage UNMHSC to render services in connection therewith, and UNMHSC is willing to provide such services.

The parties agree as follows:

I. RESPONSIBILITIES OF UNMHSC. UNMHSC will:

- A. Provide the services of an EMS board-certified or board-eligible emergency physician from the Department of Emergency Medicine to perform the duties of a Medical Director, as outlined in the New Mexico Administrative Code, 7 NMAC 27.3 (“UNMHSC Medical Director”) for MAGDALENA. Other EMS faculty members and EMS fellows of UNMHSC’s Department of Emergency Medicine (“EMS Consortium”) will assist the appointed UNMHSC Medical Director, serve as Associate Medical Directors (“Associate Medical Directors”), and serve in the capacity as UNMHSC Medical Director when the designated UNMHSC Medical Director is unavailable, on sick leave, annual leave or professional leave, in accordance with UNMHSC policies.
- B. In addition to the duties of a Medical Director as outlined in New Mexico Administrative Code, 7 NMAC 27.3, the UNMHSC Medical Director shall also:
 - 1. Approve the level of health care which may be rendered, in the out-of-hospital setting, by each of the EMS personnel employed by and/or volunteering with the services under the medical director's supervision;

2. Regardless of an EMS provider's level of state certification or licensure, approve the level that each EMS provider may function at locally, before the provider is permitted to perform care to the public in the out-of-hospital setting by MAGDALENA (i.e., in addition to more traditional EMS role specified by 7 NMAC 27.3); and
 3. Develop, implement, and revise written treatment protocols and standing orders governing care and medical aspects of health conditions, in the out-of-hospital setting by MAGDALENA.
- C. Provide MAGDALENA's personnel with on-call access to the EMS Consortium twenty-four (24) hours per day, seven (7) days per week, for emergency phone consultations and field response when available.
 - D. Provide services in accordance with the standards and procedures of this Agreement and without discrimination as to race, color, religion, national origin, ancestry, physical or mental disability, pregnancy, age, sex (including sexual harassment), sexual preference, gender identity, spousal affiliation, veteran status, genetic information, or any other characteristic protected under applicable law.
 - E. The Medical Director may withdraw or restrict medical direction for a MAGDALENA ("EMS") provider for noncompliance with 7.27.3.9 NMAC, other relevant laws and regulations, and accepted medical standards, pursuant to a written policy developed by the Medical Director in cooperation with MAGDALENA, or their designee, to be agreed upon within one (1) month of the execution of this Agreement. The Medical Director shall notify MAGDALENA, or their designee, prior to notifying any governing agency, of withdrawal of medical direction or making recommendations for licensure action against a MAGDALENA EMS provider for such noncompliance.

II. RESPONSIBILITIES OF MAGDALENA. MAGDALENA will:

- A. Provide the UNMHSC Medical Director with access to MAGDALENA staff to assist with performance of responsibilities under this Agreement.
- B. Provide the UNMHSC Medical Director with access to MAGDALENA EMS records as needed to provide the services under this Agreement. All medical records are privileged and confidential documents, which are the property of MAGDALENA.
- C. MAGDALENA will promptly notify UNMHSC of any concerns about the fulfillment of job duties by the UNMHSC Medical Director or Associate Medical Directors.
- D. Agree to allow the UNMHSC Medical Director/Associate Medical Directors or his/her UNMHSC designee, to respond to emergency and non-emergency calls for

service with MAGDALENA EMS at their discretion, and participate in patient care with MAGDALENA EMS personnel, for purposes of education, quality assurance/improvement, and direct patient care. UNMHSC Medical Director, Associate Medical Directors, or UNMHSC Medical Director's designee may respond either on a MAGDALENA EMS apparatus, or in a UNMHSC provided non-transport emergency vehicle, according to all applicable laws regarding emergency vehicle operation.

- E. Contingent upon the approval of MAGDALENA in each case, MAGDALENA agrees to allow medical students, emergency medicine residents, and EMS fellows from UNMHSC to rotate with and/or respond with MAGDALENA for educational experiences in prehospital care. The duration of a rotation will be one year for EMS fellows and up to one month for students and residents. The UNMHSC Medical Director, a UNMHSC EMS Fellowship Faculty Member, shall maintain overall responsibility for the education, supervision, and evaluation of any student, resident, or fellow rotating/responding with MAGDALENA. The MAGDALENA EMS Director and on-duty MAGDALENA EMS providers shall (1) supervise the students, residents, and fellows when on an emergency scene, on a MAGDALENA apparatus, or at a MAGDALENA station; (2) assist in their education on issues of MAGDALENA prehospital care; and (3) participate in their evaluation at the end of a rotation for students/residents and at least biannually for fellows. The goals and objectives for medical students, residents, and fellows are delineated in separate documents, which will be made available to MAGDALENA upon request.

III. LICENSURE AND CERTIFICATION. UNMHSC will comply with all laws relating to provision of services to patients and, at its sole expense, will maintain in effect all permits, licenses, and governmental approvals which may be necessary for that purpose. UNMHSC will notify MAGDALENA immediately of any material change in such permits, licenses, or governmental approvals that would adversely affect the ability of either party to perform under this Agreement.

IV. INSURANCE AND LIABILITY

- A. **Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. MAGDALENA understands that UNMHSC is not indemnifying MAGDALENA for UNMHSC's acts or omissions to act. The liability of both parties will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.
- B. **Coverage/Insurance.** The New Mexico Risk Management Division provides general and professional liability coverage of UNMHSC as set forth in the New Mexico Tort Claims Act. MAGDALENA warrants that it carries professional liability insurance through the Federal Tort Claims Act ("FTCA"), 28 U.S.C. SS

1346(b), 2401(b), & 2671-2680. MAGDALENA will notify UNMHSC immediately if MAGDALENA's insurance coverage is modified or terminated.

- C. **Claims-Made Policy.** If the insurance is a claims-made policy, MAGDALENA shall purchase a "tail" policy with policy limits no less than those in the primary policy for a period of no less than five (5) years from the termination date of the primary policy.

V. COMPENSATION

- A. MAGDALENA will pay \$3,600.00 UNMMG annually, for the services provided under this Agreement.

- B. UNMMG will submit invoices to MAGDALENA at:

Village of Magdalena
PO Box 145
Magdalena NM 87825
clerk@villageofmagdalena.com
cgomez@villageofmagdalena.com

- C. MAGDALENA will pay UNMMG within thirty (30) days after receipt of undisputed invoices (e.g., Wrong fee amount or fee calculation, double invoices, etc.) from UNMMG at the following address:

UNM Medical Group, Inc.
P.O. Box 912137
Denver, CO 80291-2137

Disputed invoices will be resolved in good faith by the parties in a timely manner. Late payment charges will be one and one-half percent (1.5%) per month.

- D. UNMHSC shall maintain and submit to MAGDALENA signed time sheets in substantial conformity with **Exhibit A**, attached hereto and incorporated by reference herein, setting forth the time and services provided by the Medical Director during the previous month.
- E. UNMHSC will keep an accurate record of all work performed under this Agreement and will make such records available to MAGDALENA upon request.

VI. TERM AND TERMINATION

- A. **Term.** This Agreement will be effective from the Effective Date and will continue in effect until January 31, 2025, unless earlier terminated by any party at any time with or without cause by delivering written notice to the other parties at least thirty (30) days in advance of the proposed date of termination. The rate set forth above will be in effect for the initial twelve (12) month period under this Agreement. For

each year thereafter, the parties will meet at least sixty (60) days prior to the anniversary date of this Agreement to discuss the rates and do a fair market value analysis. Compensation under this Agreement must remain within the fair market value. This Agreement may be renewed by written agreement of the parties.

B. Services after Termination. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will immediately cease; provided, however, that termination will not relieve any party of any liability or obligation imposed upon it prior to such termination by the terms of this Agreement.

VII. BUSINESS ASSOCIATE AGREEMENT. The parties agree to the terms of the Business Associate Addendum, attached hereto and incorporated by reference herein as **Exhibit B**.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement represents the entire understanding among the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

B. Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of this Agreement.

C. Modifications. No changes, amendments, or alterations to this Agreement will be effective unless in writing and signed by all parties.

D. Non-Assignability. This Agreement will not be assigned by any party, nor will the duties imposed upon a party by this Agreement be delegated, subcontracted, or transferred by any party, in whole or in part, without the prior written consent of the other parties; provided, however, that a party may assign this Agreement to a wholly owned subsidiary or affiliate, or any component part thereof, without the consent of the other party, upon written notice to the other parties.

E. Severability. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

F. Headings. Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand, or limit the terms, conditions, or other provisions of this Agreement.

G. Confidentiality of Compensation. UNMHSC, UNMMG, and MAGDALENA will not disclose the compensation payable to UNMMG pursuant to this Agreement, except to the extent required by applicable laws or regulations or as may be required to carry out the terms of this Agreement; provided, however, that

UNMHSC may report amounts received as part of its regular contracts and grants reports.

- H. Retention of Records.** UNMHSC will maintain detailed records, which shall not, unless otherwise required by applicable law, include Protected Health Information, as that term is defined under HIPAA and associated regulations, indicating the date, time, and nature of services provided under this Agreement for a period of at least five (5) years after termination of this Agreement and will allow access for inspection by MAGDALENA, the Secretary for Health and Human Services, the Comptroller General, and the Inspector General to such records for the purpose of verifying costs associated with provision of services under this Agreement.
- I. Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. Neither UNMHSC, UNMMG, nor any of their employees, students, residents, or fellows will be considered employees of MAGDALENA for any purpose, including but not limited to workers' compensation, insurance, bonding, or any other benefits afforded to employees of MAGDALENA. No party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other parties.
- J. Cooperation and Dispute Resolution.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of any party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- K. Patient Records.** The confidentiality of patients' medical records will be maintained by the parties in accordance with applicable federal, tribal, and state laws and regulations.
- L. Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- M. Nonsolicitation.** During the term of this Agreement and for one (1) year after termination of this Agreement for any reason, MAGDALENA will not (1) employ or otherwise retain or solicit for employment or retention, directly or indirectly, any employee of UNMHSC who provides professional services to MAGDALENA under this Agreement; (2) encourage any such UNMHSC employee to leave employment with UNMHSC; or (3) interfere with any employment relationship between UNMHSC and any employee of UNMHSC. As UNMHSC has expended considerable resources to recruit and retain professional providers employed by UNMHSC, any waiver of this provision must be approved in writing by authorized officials of UNMHSC. In the sole discretion of UNMHSC, such waiver may require payment of a recruitment fee by MAGDALENA to UNMHSC equal to at least one (1) year of salary plus benefits and recruitment costs for the former

UNMHSC provider employed or retained by MAGDALENA prior to the end of the one (1) year period after termination of this Agreement. For purposes of this provision, the provider's salary and benefits will be calculated as the provider's last full year of salary and benefits as an employee of UNMHSC. If the UNMHSC provider accepts a permanent position, the recruitment fee will be due in full on the first day the UNMHSC provider performs services in the new permanent position. If the UNMHSC provider provides services in any temporary position (including *locum tenens* or similar temporary coverage), the recruitment fee will be payable to UNMHSC ratably, in amounts proportionate to the fees that MAGDALENA would have paid if the services were performed under this Agreement.

- N. Eligibility for Participation in Government Programs.** Each party represents that, to its knowledge, neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other parties immediately upon becoming aware of any pending or final action in any of these areas.
- O. No Inducement to Refer.** Nothing contained in this Agreement will require MAGDALENA to refer patients to UNMHSC, UNMMG, or any UNMHSC or UNMMG physician. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, tribal, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the "Stark Law"). Notwithstanding any unanticipated effect of any of the provisions herein, no party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.
- P. Other Agreements Among the Parties.** UNMMG's Office of Clinical Contract Services maintains a master contract list of all clinically related services agreements currently in effect among the parties to this Agreement.
- Q. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be made in writing and delivered either by: (i) actual delivery of the notice into the hands of the party entitled thereto, including by a nationally recognized overnight express common courier; or (ii) by the mailing of the notice in the U.S. mail, postage prepaid, to the addresses set forth below of the party entitled thereto, by registered or certified mail, return receipt requested. The notice

shall be deemed to be received on the date of its actual receipt by the party entitled thereto.

To UNMHSC or UNMMG:

Office of Clinical Contract Services
933 Bradbury SE, Suite 2222
Albuquerque, NM 87106
Attn: Contract Specialist

To MAGDALENA:

Village of Magdalena
PO Box 145
Magdalena NM 87825

- R. Code of Ethics.** MAGDALENA acknowledges that UNMHSC has adopted a Code of Ethics, which sets forth the ethical values and compliance standards by which UNMHSC and its component units will conduct their affairs and conduct their operations. This Code of Ethics may be found at <https://hsc.unm.edu/admin/compliance/code-of-ethics.html>. MAGDALENA agrees that in signing this Agreement, it is acknowledging such Code of Ethics, that the individual employees of MAGDALENA responsible for performing and/or administering this Agreement on behalf of MAGDALENA have reviewed and are familiar with such Code of Ethics, and that MAGDALENA will in carrying out the terms of this Agreement do so in a manner that is not inconsistent with such Code of Ethics.
- S. Force Majeure:** This Agreement will terminate without liability to any party if substantial performance of any party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, regulations or orders of governmental authorities, fire, flood or explosion, war, disaster, civil disorder, strikes, epidemic or pandemic (as declared by Bernalillo County, the New Mexico Department of Health, the U.S. Centers for Disease Control and Prevention, the World Health Organization, or other relevant federal, state, or local public health authority), national or regional emergency, curtailment of transportation facilities, or other similar contingencies beyond the reasonable control of the non-performing party making it inadvisable, commercially impracticable, illegal, and/or impossible to provide the facilities or the services or otherwise perform its obligations under this Agreement. A Force Majeure Event does not relieve the parties of their disaster recovery and business continuity obligations.

T. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same agreement. Signatures, including signatures in electronic form, provided by facsimile or in portable document format (a/k/a pdf) shall be as binding as original signatures.

U. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives.

VILLAGE OF MAGDALENA FIRE & EMS DEPARTMENT

By: _____ Date: _____
Name: Richard Rumpf
Title: Mayor, Village of Magdalena

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,
FOR THE HEALTH SCIENCES CENTER**

By: Kristin Gates Date: Feb 8, 2023
Kristin Gates
Director of Finance, School of Medicine

UNM MEDICAL GROUP, INC.

By: A. Robb McLean Date: Feb 8, 2023
A. Robb McLean (Feb 8, 2023 12:10 MST)
A. Robb McLean, MD, MHCM
President and Chief Executive Officer

Approved as to form:


Sara Navarrette (Feb 7, 2023 10:28 MST)

Sara C. Navarrette, Esq.
Associate University Counsel
Office of University Counsel

EXHIBIT A

**EMS MEDICAL DIRECTOR SERVICES AGREEMENT
MONTHLY SERVICES PROVIDED VERIFICATION FORM**

Please complete a separate Verification Form ("Time Sheet") for each month Medical Director Services were provided under the terms of the Professional Services Agreement among the Village of Magdalena ("MAGDALENA"); the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Emergency Medicine ("UNMHSC"); and UNM Medical Group, Inc., a New Mexico nonprofit and University Research Park and Economic Development Act corporation ("UNMMG").

Month/Year Services Rendered: _____

Total days of 24/7 on-call availability: _____

To the best of the undersigned's knowledge, information, and belief, the undersigned performed the following services in the month and year identified above:

Number of medical direction phone calls: _____

Number of scene responses: _____

Time spent on misc. emails, texts and phone calls: _____

Additional specific services provided:

<u>Date of Services</u>	<u>Number of Hours of Services</u>	<u>Description of Services Name of Physician Providing Services</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SERVICES WERE PROVIDED IN ACCORDANCE WITH THE PROFESSIONAL SERVICE AGREEMENT.

Signature: _____

Printed Name: _____

Date of Signature: _____

EXHIBIT B
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this “**Addendum**”) is entered into among the Village of Magdalena Fire & EMS Department (“**MAGDALENA**”) (referred to in this Addendum as the “**Covered Entity**”); the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Emergency Medicine (“**UNMHSC**”); and UNM Medical Group, Inc., a New Mexico nonprofit and University Research Park and Economic Development Act corporation (“**UNMMG**”). UNMHSC and UNMMG are collectively referred to in this Addendum as the “**Business Associate**.” The effective date of this Addendum shall be the Effective Date of the Underlying Agreement.

I. RECITALS

- A.** Under the agreement between the parties to which this Addendum is attached (the “**Underlying Agreement**”), Business Associate is receiving from, or creating or receiving, or maintaining or transmitting on behalf of, Covered Entity, certain data that would constitute “protected health information” (PHI) within the meaning of the Standards for Privacy of Individually Identifiable Health Information and as further defined below (the “**Privacy Rule**”).
- B.** The parties are committed to complying with the Privacy Rule and the Standards for Security of Electronic Protected Health Information (the “**Security Rule**”) in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”); the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act, Title XIII of Division A and Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5 (Feb. 17, 2009), and related regulations; the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164, as amended; the HIPAA Security Rule, 45 C.F.R. Parts 160, 162 and 164, as amended, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.
- C.** This Addendum, in conjunction with the Privacy and Security Rules and the U.S. Department of Health and Human Services' final rule, effective March 26, 2013, modifying HIPAA and the Privacy and Security Rules, sets forth the terms and conditions pursuant to which PHI (electronic and nonelectronic) that is created, received, maintained, or transmitted by the Business Associate from or on behalf of Covered Entity will be handled between the Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination.
- D.** Business Associate hereby acknowledges and agrees that Covered Entity is a Covered Entity and that Business Associate is a Business Associate of Covered Entity.

The parties agree as follows:

II. PERMITTED USES AND DISCLOSURES OF PHI

- A. Services.** Pursuant to the Underlying Agreement, Business Associate provides services (“**Services**”) for Covered Entity that involve the receipt, use, and disclosure of PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Addendum are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Addendum only: (i) to its employees, subcontractors, and agents, in accordance with Section III.A.7, hereof; or (ii) as otherwise permitted by or as required by the Privacy or Security Rule.
- B. Business Activities of the Business Associate.** Unless otherwise limited herein and if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by the Covered Entity, the Business Associate may:
1. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under applicable confidentiality laws;
 2. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, as defined within 45 C.F.R. § 164.501; or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and §164.314, and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 3. Business Associate may provide data aggregation services relating to the healthcare operations of the Covered Entity.

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- A. Responsibilities of the Business Associate.** With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:
1. Not use or further disclose PHI other than as permitted or required by this Addendum, or the Underlying Agreement;
 2. Not, without the prior written consent of Covered Entity, disclose any PHI on the basis that such disclosure is required by law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the PHI until

Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section II.B.2 hereof that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI on the basis that such disclosure is required by law;

3. Ensure the confidentiality, integrity, and availability of all electronic PHI created, received, maintained, or transmitted;
4. Use reasonable and appropriate safeguards to prevent the unauthorized use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Addendum;
5. Use appropriate administrative, physical, and technical safeguards consistent with the HIPAA Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI in accordance with the HIPAA Security Rule and the HITECH Standards;
6. Report promptly, in writing, to Covered Entity, but in no event later than within two (2) calendar days of which it becomes aware, any use or disclosure of PHI not provided for by the Agreement, including breaches of unsecured PHI as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware, and cooperate with the Covered Entity in any mitigation or breach reporting efforts;
7. In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any agents, including subcontractors, that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; provided, however, that Business Associate shall not disclose or provide access to PHI to any subcontractor or agent without the prior written consent of Covered Entity;
8. Ensure that any agent or subcontractor to whom the Business Associate provides PHI, as well as Business Associate, not export PHI beyond the borders of the United States of America;
9. Have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any use or disclosure of PHI in violation of this Addendum or applicable law;
10. Have and apply appropriate sanctions against any workforce member, subcontractor, or agent who uses or discloses PHI in violation of this Addendum or applicable law;

11. Within five (5) business days' request of Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524;
12. Within five (5) business days, make any amendment(s) to PHI, if applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526;
13. As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528;
14. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
15. Upon request, make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules; and
16. Comply with minimum necessary requirements under the HIPAA Rules.

B. Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees to do the following:

1. Inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Addendum, except if the Business Associate will use or disclose PHI for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

IV. REPRESENTATIONS

A. Mutual Representations of the parties. Each party represents to the other party:

1. That all of its employees and members of its workforce whose services may be used to fulfill obligations under this Addendum or the Underlying Agreement are or shall be appropriately informed of the terms of this Addendum and are under legal obligation to each party, respectively, by contract or otherwise, sufficient to enable each party to fully comply with all provisions of this Addendum, including, without limitation, the requirement that modifications or limitations that Business Associate has agreed to adhere to with regard to the use and disclosure of PHI of any individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the HITECH Standards will be communicated to the Business Associate, in writing, and in a timely fashion.
2. That it will reasonably cooperate with the other party in the performance of the mutual obligations under this Addendum.
3. That neither the party, nor its directors, regents, officers, agents, employees or members of its workforce, have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including, without limitation, a plea of *nolo contendere* or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient; (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program; (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state, or local government agency; (d) the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; or (e) interference with or obstruction of any investigation into any criminal offense.
4. That it will notify the other party immediately after it becomes aware that any of the foregoing representations may be inaccurate or may become inaccurate.

V. TERM AND TERMINATION

- A. Term.** The term of this Addendum shall commence on the Effective Date and shall terminate on the termination date of the relevant Underlying Agreement or on the

date Covered Entity terminates this Addendum for cause as authorized in Section V.B of this Agreement, whichever is sooner.

- B. Termination for Cause. Business Associate authorizes termination of this Addendum by Covered Entity if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate upon Termination. Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J). Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, the Business Associate will notify Covered Entity in writing, and the Covered Entity may disagree with the Business Associate's determination. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Addendum to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- D. Automatic Termination. This Addendum will automatically terminate without any further action of the parties upon the termination or expiration of the Underlying Agreement.

VI. CONFIDENTIALITY

- A. Confidentiality Obligations. In the course of performing under this Addendum, each party may receive, be exposed to, or acquire the Confidential Information, including but not limited to all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("**Confidential Information**") of the other party. For purposes of this Addendum, "Confidential Information" shall not include PHI, the security of which is the subject of this Addendum and is provided for elsewhere. The parties, including their employees, agents, or representatives, (i) shall not disclose to any third party the Confidential Information of the other party except as otherwise permitted by this Addendum or as required by law, including, without limitation,

the New Mexico Inspection of Public Records Act, Section 14-2-1, *et seq.*, NMSA 1978, as amended; (ii) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Addendum; and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. Notwithstanding anything to the contrary herein, each party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how, or techniques contained in information received from the other that directly relates to the performance under this Addendum. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of either party; (b) which is later publicly released by either party in writing; (c) which is lawfully obtained from third parties without restriction; or (d) which can be shown to be previously known or developed by either party independently of the other party. Neither party will use the name of the other party or any of its employees for promotional or advertising purposes without written permission from the other party.

VII. LIABILITY, INSURANCE, AND INDEMNIFICATION

- A. Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence or willful misconduct of that party's employees. Covered Entity understands that Business Associate is not indemnifying Covered Entity for the acts or omissions to act of Business Associate or its employees. Business Associate understands that Covered Entity is not indemnifying Business Associate for the acts or omissions to act of Covered Entity or its employees. The liability of Business Associate will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended; provided, however, that such Act shall not be deemed to limit coverage or recovery under the cyber insurance available to Covered Entity under Section VII.A.B of this Addendum.
- B. Cyber Insurance.** Business Associate will maintain in force during the term of this Agreement cyber information technology and cyber errors and omissions liability insurance with the limits of coverage set forth in **Exhibit B-1**, attached hereto and incorporated herein by reference, and naming Covered Entity as an additional insured. Upon request, Business Associate shall provide evidence of continuous coverage to Covered Entity. Business Associate will notify Covered Entity immediately if Business Associate's insurance coverage is reduced or terminated.
- C. LIMITATION OF LIABILITY.** THE PARTIES UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY(IES) FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY(IES) HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

VIII. MISCELLANEOUS

- A. Business Associate. For purposes of this Addendum, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a Covered Entity under the Privacy or Security Rule, that entity may appropriately designate a healthcare component of the entity, pursuant to 45 C.F.R. § 164.504(a), as the Business Associate for purposes of this Addendum.
- B. Survival. The respective rights and obligations of Business Associate and Covered Entity under this Addendum shall survive termination of this Addendum indefinitely.
- C. Amendments; Waiver. This Addendum may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- D. Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.
- E. Changes in Law. The parties recognize that this Addendum is at all times subject to applicable laws. The parties further recognize that this Addendum may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Addendum, or that would cause one or both of the parties hereto to be in violation of law(s), shall be deemed to have superseded the terms of this Addendum; and in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Addendum to be consistent with the requirements of such law(s). In order to effectuate the purposes and intent of this Addendum, the parties will set forth an executed written agreement within thirty (30) days of receipt of notice from one party to the other party setting forth the proposed changes; then either party may, by giving the other party an additional sixty (60) day written notice, terminate this Addendum, unless this Addendum would terminate earlier by its terms. In the event amendments or changes in existing law(s), general instructions, or new legislation, rules, regulations, or decisional law preclude or substantially preclude a contractual relationship between the parties similar to that expressed in this Addendum, then, under such circumstances, where renegotiation of the applicable terms of this Addendum would be futile, either party may provide the other at least sixty (60) days' advance written notice of termination of this Addendum, unless this Addendum would terminate earlier by its terms. Upon termination of this Addendum as hereinabove

provided, neither party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly made and intended to extend beyond the term of this Addendum.

- F. Construction of Terms. The terms of this Addendum shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the U.S. Department of Health and Human Services of the Office for Civil Rights from time to time.
- G. Contradictory Terms. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Addendum (“**Contradictory Term**”) shall be superseded by the terms of this Addendum as of the Effective Date of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of the Covered Entity’s compliance with the Privacy Rule and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum.

IX. DEFINITIONS.

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“**PHI**”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Specific definitions include:

- A. Business Associate. “**Business Associate**” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Addendum.
- B. Covered Entity. “**Covered Entity**” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Addendum.
- C. Disclosure. “**Disclosure**” shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- D. Electronic Protected Health Information. “**Electronic Protected Health Information**” means Protected Health Information that is created, received, maintained, or transmitted by Electronic Media as defined at 45 C.F.R. § 160.103.
- E. HIPAA Rules. “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160, 162 and 164, and as amended.

- F. HITECH Standards. “**HITECH Standards**” shall mean the privacy, security, and Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated.
- G. Privacy Rule. “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E, as amended.
- H. Protected Health Information or “PHI.” “**Protected Health Information**” or “**PHI**” shall mean any information, transmitted or recorded, in any form or medium, (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, the HITECH Act, and related regulations and agency guidance. Protected health information excludes individually identifiable health information: (a) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (b) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (c) in employment records held by a covered entity in its role as employer; and (d) regarding a person who has been deceased for more than 50 years.
- I. Security Incident. “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- J. Security Rule. “**Security Rule**” shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162, and 164, and as amended.
- K. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
- L. Any terms capitalized but not otherwise defined in this Addendum shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

Approved as to form by
Scot Sauder
Deputy University Counsel for Health Sciences
05/21/18

**EXHIBIT B-1
CYBER INSURANCE COVERAGE**



BEAZLEY BREACH RESPONSE

BINDER

BINDER ISSUED: 07-Jul-2020

Renewal of: W1B4A6190401

Aon Risk Services Central - Chicago, IL (E Randolph St)
Temo Garcia
200 E Randolph St
Chicago, IL 60601-6436

RE: University of New Mexico Health Science Center
CONDITIONAL BINDER OF INSURANCE: **BEAZLEY BREACH RESPONSE**

Dear Temo,

Thank you for purchasing insurance with Beazley. We are pleased to offer the following conditional Binder for the above captioned account as per the quotation letter dated 07-Jul-2020.

This insurance is through a non-admitted insurance carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. Please advise the license number of the surplus lines broker or surplus agent making the filing.

A condition precedent to coverage afforded by this conditional Binder is that no material change in the risk occurs and no submission is made to the insurer of a claim, circumstances that might give rise to a claim or actual or potential requirement to incur notification costs between the date of this conditional Binder and the inception of proposed policy period.

Premiums must be remitted by the due date on the invoice.

This conditional Binder is valid through ninety (90) days from the date of this document.

Please do not hesitate to reach out to me if you have any questions.

Thank you for purchasing insurance with us.

Best Regards,

Matt Gullickson
Beazley Group
333 West Wacker Drive
Chicago, IL 60606
t: +1 312 476 6237
c: +1 312 476 6204
e: Matt.Gullickson@beazley.com

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INSURED: University of New Mexico Health Science Center

GENERAL INFORMATION

Broker: Aon Risk Services Central - Chicago, IL (E Randolph St)
Temo Garcia
200 E Randolph St
Chicago, IL 60601-6436

Named Insured: University of New Mexico Health Science Center
1 University of New Mexico
Albuquerque, NM 87131

Insurer: Syndicate 2623/623 at Lloyd's. (Non-Admitted)

Authority Reference Number: B6012BUSANMSL2001

POLICY INFORMATION

Policy Number: W1B4A6200501

Policy Period: From: 01-Jul-2020 To: 01-Jul-2021
Both at 12:01 a.m. Local Time at the Named Insured Address

Continuity Date: 21-Apr-2016

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Notified Individuals Threshold: 250 Notified Individuals

Waiting Period: 8 Hours

Commission: 15.00% of the Policy Premium

Premium: \$155,862

Policy Form: Beazley Breach Response (F00653 112017 ed.) with
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

INSURED: University of New Mexico Health Science Center

SUBJECTIVITIES

Receipt, review and acceptance in writing by the underwriter of the following additional information must occur no later than 06-Aug-2020.

1. Confirmation of plans and timeline to implement MFA, EDR, DNS, and web proxy's across the entire organization

The above requested items must be received by the underwriter for review by the above specified date, and acknowledged in writing by the underwriter as acceptable in form and substance. If the above requested items are not received by the underwriter by the specified date, then the Underwriters will have the right to:

1. Consider this conditional Binder letter null and void; or
2. Issue the Policy with addition terms, conditions and exclusions as deemed necessary by the underwriter in its sole discretion. In the event the policy is issued pursuant to this paragraph b., any such additional terms, conditions or exclusions will be deleted effective as of policy inception when and if the items are received and reviewed by the underwriter and found to be acceptable in form and substance.

INSURED: University of New Mexico Health Science Center

COVERAGE SCHEDULE (Currency in USD)		
	Limit	Retention
Breach Response		
Notified Individuals:	2,000,000	
Legal, Forensic & Public Relations/Crisis Management:	\$2,500,000	\$50,000; but \$25,000 for Legal
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY		
Policy Aggregate Limit of Liability:	\$5,000,000	
Additional Breach Response Limit		
Additional Breach Response Limit:	\$5,000,000	
First Party Loss		
Business Interruption Loss:		
<i>Resulting from Security Breach:</i>	\$5,000,000	each incident \$250,000
<i>Resulting from System Failure:</i>	\$5,000,000	each incident \$250,000
Dependent Business Loss:		
<i>Resulting from Dependent Security Breach:</i>	\$1,000,000	each incident \$250,000
<i>Resulting from Dependent System Failure:</i>	\$1,000,000	each incident \$250,000
Cyber Extortion Loss:	\$5,000,000	each incident \$250,000
Data Recovery Costs:	\$5,000,000	each incident \$250,000
Liability		
Data & Network Liability:	\$5,000,000	each Claim \$250,000
Regulatory Defense & Penalties:	\$5,000,000	each Claim \$250,000
Payment Card Liabilities & Costs:	\$500,000	each Claim \$250,000
Media Liability:	\$5,000,000	each Claim \$250,000
eCrime		
Fraudulent Instruction:	\$250,000	each loss \$250,000
Funds Transfer Fraud:	\$250,000	each loss \$250,000
Telephone Fraud:	\$250,000	each loss \$250,000
Criminal Reward		
Criminal Reward:	\$50,000	

INSURED: University of New Mexico Health Science Center

ENDORSEMENTS EFFECTIVE AT INCEPTION

1. E09580 112017 ed. Amend Definition of Insured Organization - Scheduled Entities
InsuredOrganization
The University of New Mexico
2. BSLMUNMA2868 Lloyd's Certificate - No policy language
3. E10596 122019 ed. Choice of Law and Service of Suit
 - Choice of Law: New York
4. E02804 032011 ed. Sanction Limitation and Exclusion Clause
5. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
6. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
7. SCHEDULE2020 Lloyd's Security Schedule 2020
8. E06928 042015 ed. Policyholder Disclosure Notice of Terrorism Insurance Coverage
9. E10595 112017 ed. Asbestos, Pollution, and Contamination Exclusion Endorsement
10. E13372 092019 ed. State Consumer Privacy Statutes Endorsement
11. E10602 112017 ed. War and Civil War Exclusion
12. E11122 012018 ed. Cap on Losses Arising Out of Certified Acts of Terrorism
13. E12968 052019 ed. CryptoJacking Endorsement
 - Sublimit: 250,000
 - Retention: 250,000
14. E11848 072018 ed. Invoice Manipulation Coverage
 - Limit: 100,000
 - Retention: 250,000
15. E13038 062019 ed. Reputation Loss
 - Limit: 1,000,000
 - Retention: 250,000
16. E10944 032019 ed. Post Breach Remedial Services Endorsement
17. E11294 032018 ed. Amend Data Recovery Costs
18. E11290 032018 ed. GDPR Cyber Endorsement
19. E11783 072018 ed. Computer Hardware Replacement Cost
 - Sublimit: 1,000,000
20. E11128 052018 ed. Amendatory Endorsement
 - Broker Name: AON Risk Services
 - Insert Positions:
21. E10603 112017 ed. Website Media Content Liability
22. E12967 052019 ed. Voluntary Shutdown Coverage

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112017 ed.

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INSURED: University of New Mexico Health Science Center

23. E10597 112017 ed.

Amend Retroactive Date

- Retroactive Date: 21-Apr-2016

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112017 ed.

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PO Box 145

Magdalena, NM 87825

Ship to:

VILLAGE OF MAGDALENA

Company:

New Mexico Trust

Address:

John Deere

Requestor:

[Handwritten Signature]

Requisition Date:

Date Required:

Open Funds

Phone:

Fax:

Federal Tax ID Number:

NM State Tax ID (CRS No.):

Inv/Quote #:

2-3-2023

Note: Requisitions must be turned into the Business Office at least a week in advance for processing.

Qty	Part Number	Description	Unit Price	Ext. Price
		Front end loader	7974.15	

Mark ONE: <input type="checkbox"/> CHECK <input checked="" type="checkbox"/> PURCHASE ORDER	Freight:	
	Tax:	
	Purchase Order Total:	7974.15

For Business Office Use

DEPARTMENT HEAD
[Handwritten Signature]
 MAYOR

Reference #:
 Purchase Order #:



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 New Mexico Tractor Sales
 19560 Highway 314
 Belen, NM 87002
 505-861-1500
 mail@nmtractor.com

Quote Summary

Prepared For:
 Village Of Magdalena
 NM

Delivering Dealer:
 New Mexico Tractor Sales
 Albert Benavidez
 19560 Highway 314
 Belen, NM 87002
 Phone: 505-861-1500
 albert@nmtractor.com

Quote ID: 28164249
Created On: 02 February 2023
Last Modified On: 02 February 2023
Expiration Date: 02 March 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 512 Standard Loader	\$ 7,974.15 X	1 =	\$ 7,974.15
Contract: NM NASPO Ground Maint Equip 10-00000-20-00037 (PG 6Z CG 22)			
Price Effective Date: January 31, 2023			
Equipment Total			\$ 7,974.15

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 7,974.15
Trade In	
SubTotal	\$ 7,974.15
Est. Service Agreement Tax	\$ 0.00
Total	\$ 7,974.15
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,974.15

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Albert Benavidez

New Mexico Tractor Sales
19560 Highway 314
Belen, NM 87002

Tel: 505-861-1500

Fax: 505-861-5353

Email: albert@nmtractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Selling Equipment

Quote Id: 28164249 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
New Mexico Tractor Sales
19560 Highway 314
Belen, NM 87002
505-861-1500
mail@nmtractor.com

JOHN DEERE 512 Standard Loader

Hours:

Stock Number:

Contract: NM NASPO Ground Maint Equip
10-00000-20-00037 (PG 6Z CG 22)

Selling Price *
\$ 7,974.15

Price Effective Date: January 31, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2364P	512 Standard Loader	1	\$ 6,578.00	24.00	\$ 1,578.72	\$ 4,999.28	\$ 4,999.28
Standard Options - Per Unit							
1095	Less hydraulic controls	1	\$ -297.00	24.00	\$ -71.28	\$ -225.72	\$ -225.72
2010	Mounting hardware	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2502	512 Standard Farm Loader (Non-Self Leveling) for FT4 Tractors - BOOM, MOUNTING FRAMES, AND CYLINDERS	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3095	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8425	73 In. (1850 mm) General Purpose Bucket (John Deere Carrier)	1	\$ 133.00	24.00	\$ 31.92	\$ 101.08	\$ 101.08
Standard Options Total			\$ -164.00		\$ -39.36	\$ -124.64	\$ -124.64
Dealer Attachments/Non-Contract/Open Market							
BW16327	Hood guard	1	\$ 705.17	24.00	\$ 169.24	\$ 535.93	\$ 535.93
BW15281	2-function hoses and parts for tractors with mid-mounted selective control valve (SCV) factory installed	1	\$ 478.40	24.00	\$ 114.82	\$ 363.58	\$ 363.58
REAR LIQ	REAR LIQ FILL (open Market item)	1	\$ 1,400.00	0.00	\$ 0.00	\$ 1,400.00	\$ 1,400.00
Dealer Attachments Total			\$ 2,583.57		\$ 284.06	\$ 2,299.51	\$ 2,299.51
Other Charges							
	Customer Setup	1	\$ 800.00			\$ 800.00	\$ 800.00
			\$ 800.00			\$ 800.00	\$ 800.00
Suggested Price							\$ 7,974.15

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JOHN DEERE

Selling Equipment

Quote Id: 28164249 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

New Mexico Tractor Sales
19560 Highway 314
Belen, NM 87002
505-861-1500
mail@nmtractor.com

Total Selling Price	\$ 9,797.57	\$ 1,823.42	\$ 7,974.15	\$ 7,974.15
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