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3 **VILLAGE OF ANGEL FIRE**
4 **Council Work Session Minutes**
5 **Tuesday July 26th, 2016 at the Village Hall**
6 **DRAFT**

7 **Call to Order**

8 Mayor Cottam called the meeting to order at 4:00pm

9 **Pledge of Allegiance**

10 Mayor Cottam called for the Pledge of Allegiance.

11 **Roll Call**

12 Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Colenda, Councilor
13 Larson. Also present was Village Clerk Terry Cordova, Manager Tafoya was absent. A quorum was
14 present.

15 **Approval of Agenda**

16 Mayor Pro-tem Howe made the motion to approve the agenda. Councilor Lanon seconded. Motion
17 carried 4-0

18 **Council Work Session :**

19 **1. Presentation by Charles Fiedler with Gordon Environmental / Preliminary Engineering**
20 **Report / Organics Management Study**

21 Charles Fiedler went over the key points to the study. (see attached)
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26 **Adjournment**

27 Mayor Cottam adjourned the meeting at 4:52pm
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31 **Passed, Approved and Adopted on this 2nd day in August , 2016**
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37 _____
38 **Barbara Cottam, Mayor**

39 **ATTEST:**

40 _____
41 **Terry Cordova, Village Clerk**
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PRELIMINARY ENGINEERING REPORT ORGANICS MANAGEMENT STUDY

VILLAGE OF ANGEL FIRE, NEW MEXICO

ORGANICS MANAGEMENT STUDY

- **OBJECTIVES**
- **EXISTING FACILITIES**
- **NEED FOR PROJECT**
- **ALTERNATIVES CONSIDERED**
- **SELECTION OF AN ALTERNATIVE**
- **CONCLUSIONS, RECOMMENDATIONS, SUMMARY**

OBJECTIVES

- Evaluate the Village slash management program through a review of their financial and logistical records
- Establish a baseline cost to determine the feasibility of alternative slash disposal methods relative to the current activities undertaken to manage the organic materials.
- Benchmark cost of slash management /disposal alternatives for comparison.
- Identify viable, cost effective alternatives for slash disposal.
- Include “sustainability” as an objective of the project; ideally providing “beneficial use” of the organic residuals.

EXISTING FACILITIES

VILLAGE STATISTICS

- 29 Square Miles within the Village
- Population of approximately 1,200
- Approximately 2,500 housing units
 - Approximately 600 occupied (full-time)
 - Approximately 1,400 seasonal residents

ORGANICS MANAGEMENT

- Two collection vehicles
- Slash Collection, April to October
- ~2,000 tons (8,000CY) collected annually
 - Air Burner for disposal (not used)
 - Grinder for volume reduction

NEED FOR PROJECT

- Remote alpine resort community, comprised primarily of forested residential lots
- Years of insufficient forest management
- Significant quantities of organic material required for management
- Limited population to support collection program
- Challenge to manage the anticipated future generation of organic materials
- Limited funding base to recover costs

CURRENT OPERATIONS

SLASH COLLECTION COST

Description	\$/hr	Annual Hours	Annual Cost
Labor	\$18.00	600	\$10,800
Truck (Capital)			\$15,837
Truck O&M	\$10.00	600	\$6,000
Truck Fuel	\$40.00	600	\$24,000
Annual Cost (\$/year)			\$56,637
Collection Cost (\$/ton)			\$37.76

BENCHMARKED DISPOSAL COST AIR BURNER INCINERATION OPERATING COST

Description	S/hr	Hours/Year	Annual Cost (\$)
Labor	\$18.00	615	\$11,070
Loader (Capital)			\$6,493
Loader O&M	\$10.00	300	\$3,000
Loader Fuel	\$8.80	300	\$2,640
Incinerator (Capital)			\$11,614
Incinerator O&M	\$ 0.60	615	\$369
Incinerator Fuel	\$13.00	615	\$7,995
Annual Cost (\$/year)			\$43,181
Processing Cost (\$/ton)			\$21.59

BENCHMARK COLLECTION AND DISPOSAL COST = \$37.76 + \$21.59 = \$59.35 /Ton

CURRENT ORGANICS MANAGEMENT OPTIONS

MOBARK GRINDER OPERATING COST

Description	S/hr	Hours/ Year	Annual Cost (\$)
Labor	\$18.00	100	\$1,800
Loader			\$1,056
Loader O&M	\$10.00	100	\$1,000
Loader Fuel	\$16.00	100	\$1,600
Mobark			\$36,954
Grinder O&M	\$17.87	100	\$1,787
Grinder Fuel	\$80.00	100	\$8,000
		Annual Cost (\$/year)	\$52,197
		Processing Cost (\$/ton)	\$26.10

REMOTE DISPOSAL COSTS

Destination	Travel Time (Round-Trip)	Haul Cost (S/Ton)	Disposal/ Process Cost	Transport & Disposal
Wagon Mound Landfill	3.5	\$13.65	\$25.45	\$39.10
Taos Landfill	2.5	\$9.75	\$33.26	\$43.01
Taos Composting	2.5	\$9.75	\$26.10	\$35.85
Chevron Mine	2.5	\$9.75	\$26.10	\$35.85
Santa Fe Composting	4.5	\$17.55	\$26.10	\$43.65
Solutions	6.5	\$23.40	\$26.10	\$49.50

COLLECTION, TRANSFER & LANDFILL DISPOSAL COST = \$37.76 + \$39.10 = \$76.86/Ton

COLLECTION & GRIND COST = \$37.76 + \$26.10 = \$63.86/Ton

BENCHMARK COMPARISON

VILLAGE OF ANGEL FIRE

- Annual Tonnage ~2,000 tons (2015)
- Annual Disposal Cost - \$127,720
- Cost per ton - \$63.86

VILLAGE OF RUIDOSO

- Annual Tonnage -7,724 tons (2015)
- Annual Disposal Cost - \$970,000
- Cost per ton - \$125.58

ALTERNATIVES CONSIDERED

- *Continue the efforts to dispose of the slash with the Air Burners, Inc. incinerator, or identify additional chip disposal locations. (Default case is hauling brush to the landfill in Wagon Mound for disposal)*
- *Continue the efforts with grinding the slash into chips with the Mobark grinder and identify alternative uses for the chips*
- *Continue the efforts with grinding the slash into chips with the Mobark grinder and utilize the chips in the support of an organics composting program that incorporates the chips and other organics generated by the Village (i.e., biosolids, food waste). A complementary effort to utilize the chips would be to develop a “boutique” composting solution that produces a specialty product from the slash (i.e., high fungal compost)*
- *Develop solutions that utilize the slash to produce energy (i.e., hot water or electricity) to replace the electricity or propane that are currently utilized within the Village’s institutions (e.g., High School, Lodge, Country Club, etc.)*

SELECTION OF AN ALTERNATIVE

CURRENT MANAGEMENT COST

Description	\$/Ton
Incineration	\$21.59
Grind to Chip	\$26.10
Landfill @Wagon Mound	\$39.10

MOBARK GRINDER OPERATING COST

Description	\$/hr	Hours/Year	Annual Cost (\$)
Labor	\$18.00	100	\$1,800
Loader(Capital)			\$1,056
Loader O&M	\$10.00	100	\$1,000
Loader Fuel	\$16.00	100	\$1,600
Mobark(Capital)			\$36,954
Grinder O&M	\$17.87	100	\$1,787
Grinder Fuel	\$80.00	100	\$8,000
	Annual Cost (\$/year)		\$52,197
	Processing Cost (\$/ton)		\$26.10

ALTERNATIVES

COMPOSTING OPERATION COSTS

Description	\$/hr	Hours/Year	Annual Cost
Labor	\$18.00	400	\$7,200
Loader (Capital)			\$3,959
Loader O & M	\$20.00	400	\$8,000
Loader Fuel	\$16.00	400	\$6,400
Annual Cost (\$/Year)			\$26,600
Processing Cost (\$/ton)			\$13.30
Product Cost (\$/ton)			\$39.40

PG FIREBOX OPERATION COSTS

Description	\$/hr	Hours/Year	Annual Cost
Labor	\$18.00	400	\$7,200
Loader (Capital)			\$3,959
Loader O & M	\$20.00	400	\$8,000
Loader Fuel	\$16.00	400	\$6,400
PG FireBox (Capital)			\$73,907
Net Energy (Revenue)			(\$4,000)
Annual Cost (\$/year)			\$95,466
Processing Cost (\$/ton)			\$47.73

ALTERNATIVES

SHREDDED WOOD CHIP OPERATION

Description	S/hr	Hours/Year	Annual Cost
Labor	\$18.00	400	\$7,200
Loader (Capital)			\$3,959
Loader O&M	\$10.00	400	\$4,000
Loader Fuel	\$16.00	400	\$6,400
Hammer Mill (Capital)			\$15,837
Hammer Mill O&M	\$10.00	400	\$4,000
Building (Capital)			\$2,759
Utilities	\$15.00	400	\$6,000
	Annual Cost (\$/year)		\$50,155
	Processing Cost (\$/ton)		\$25.08
	Product Cost (\$/ton)		\$51.18

WOOD PELLET OPERATION COSTS

Description	S/hr	Hours/Year	Annual Cost
Labor	\$18.00	400	\$7,200
Loader (Capital)			\$3,959
Loader O&M	\$10.00	400	\$4,000
Loader Fuel	\$16.00	400	\$6,400
Pellet Mill (Capital)			\$10,558
Pellet Mill O&M	\$10.00	400	\$4,000
Utilities	\$15.00	400	\$6,000
	Annual Cost (\$/year)		\$42,117
	Processing Cost (\$/ton)		\$21.06
	Product Cost (\$/ton)		\$72.24

ALTERNATIVE OPERATIONAL COSTS

Alternative	Cost (\$/Ton)
Alternative 1 - Current Operations	
Incineration	\$21.59
Wagon Mound Landfill	\$39.10
Grinder	\$26.10
Alternative 2 - Wood Chips	
Local	\$26.10
Chevron Mine-Questa	\$35.85
Taos Composting	\$35.85
Santa Fe Composting	\$43.65
Solutions-Albuquerque	\$49.50
Alternative 3 - Composting	\$39.40
Alternative 4 - Energy and Fuels	
PG FireBox	\$47.73
Shredded Wood Chips	\$51.18
Wood Pellets	\$72.24

Worth \$148/ton

Worth \$192/ton

Worth \$250/ton

CONCLUSIONS

- Challenges
 - 2,000 Tons per year slash collections
 - Could be as much as 8,000 Tons per year
- Limitations
 - 2,000 Tons per year slash collections
 - Viable business opportunity

RECOMMENDATIONS

- Continue Current Operations
- Expand Search for Chip Uses
- Promote Availability of Chip
- Support Sustainable Chip Utilization
- Monitor Regional Chip Utilization Projects

SUMMARY

- Current Operations are Cost Effective
- Current Operation Sustainable
- Cost of Operation Covered by Wildfire Protection Fee
- Increased Slash Collection Enhances Forest Health
- Increased Slash Collections Challenge Funding and Sustainability

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VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday July 26th, 2016 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 5:30 PM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Colenda, Councilor Larson. Also present were Manager Tafoya , Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda. Councilor Colenda seconded. Motion carried 4-0

Approval of Consent Agenda

1. Approval of July 12th Regular Council Meeting Minutes

Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Lanon seconded. Motion carried 4-0

Requests and Responses from the Audience (Limited to 3 minutes)-None
Announcements and Proclamations –None

Reports:

a. Governing Body Report

Mayor Pro-tem Howe reported that he attended a NMML meeting in Albuquerque this last weekend. He also reported that there would be a special session in September
Mayor Cottam reminded everyone of the forums for the GO Bond.

b. Manager's Report-None

c. Staff Reports

Amos, Public Works Director, gave an update on the fire that acquired at the public works building on July 15th

Andy Bertges , Fire Chief, gave an update on the fire department (see attached) he also added to what Amos Torres reported about the fire at the public works building
Bret Wier, Finance Manager, gave an update on the finance department (see attached)

d. Committee Reports

Brian Smith with the trails committee gave an update on that committee. (see Attached)

Old Business-None

New Business

A. Discussion/Approval of Resolution 2016-32 a Resolution Establishing a Bank Account for Fire Department Services

Bret Wier , Finance Manager explained that to better account for the non-emergency services provided by the fire department and to make the fund identity easier to understand we are requesting permission to change the name of the fund used to report these non-emergency services from its current name of Wildland Fires Fund to the FD Services Fund . In making this change we will also need to change the name on the bank account associated with this fund. Mayor Pro-tem Howe made the motion to approve resolution 2016-32 a resolution to change the name of the wildland fire fund to fd services and to change the name of the International Bank account from wildland fire to fd services. Councilor Larson seconded. With no further discussion the motion carried

1 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson –aye, Councilor Lanon –aye,
2 Councilor Colenda –aye.

3 **B. Discussion/Approval of Resolution 2016-33 a Resolution Approving the Budget**
4 **Adjustments for the Fourth Quarter of FY 2016**

5 Bret Wier, Finance Manager explained that there were several needed changes to the
6 2015-2016 fiscal budget. These changes are the result of unanticipated and unbudgeted
7 revenues and expenses that the village has encountered in the fourth quarter of the year.
8 Had these expenditures not been made a reduction of service to the residents and guest
9 of the village would have occurred. Several of the requested changes are due to
10 emergency situations and the expenses have already been expended. Mayor Pro-tem
11 Howe made the motion to approve resolution 2016-33 a resolution approving the budget
12 adjustments request for the fourth quarter of the 2016 fiscal year. Councilor Lanon
13 seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe
14 –aye, Councilor Larson –aye, Councilor Lanon-aye, Councilor Colenda –aye.

15 **C. Discussion / Approval of Resolution 2016-34 a Resolution Approving the Final**
16 **Budget for FY 2016-2017**

17 Bret Wier, Finance Manager stood for any questions. Mayor Pro-tem Howe made the
18 motion to approve resolution 2016-34 a resolution for approval of the final budget for
19 the fiscal year ending June 30, 2017. Councilor Lanon seconded. Bret thanked staff and
20 department directors for of all of their hard work. With no further discussion the motion
21 carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson –aye, Councilor Lanon-
22 aye, Councilor Colenda –aye.

23
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25 **Adjournment**

26 Mayor Cottam adjourned the meeting at 6:09 PM
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31 **Passed, Approved and Adopted on this 2nd day in August, 2016**
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37 _____
38 **Barbara Cottam, Mayor**

39 **ATTEST:**

40 _____
41 **Terry Cordova, Village Clerk**
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Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

(575) 377-3347 FAX: (575) 377-6098



July 26, 2016

Fire Department report

Runs to date

Last year this time		This year	Difference
EMS	218	243	Up 25 (11%)
Fire	91	137	Up 46 (50%)

Andrew Bertges
Angel Fire Fire Department

Village of Angel Fire
Council Meeting
July 26, 2016

Finance Department Report

The council was informed that the GO Bond committee has been meeting each Thursday at 1:30 pm. The committee has identified and documented significant data related to the needs of the waste water, water and roads systems in the Village. We are working to develop a white paper that explains the history of these issues, the current status of the Village and the needs moving forward. I also reiterated the upcoming meetings and events related to the GO Bond.

The council was informed that the Lodger's Tax audits would start the week of August 22nd. The Village has designated Axiom CPAs to perform the audits. Axiom will be contacting the vendors that will be audited in the next few days.

The council was informed that the village had its final budget meeting today and the changes that have been made in the budgeting process were explained in the meeting. If approved the budget will be submitted on the 1st of August. The councilors and the audience was encouraged to ask the Finance department any questions they may have about the budget.

Report To Angel Fire Mayor's Council

The AF Pedestrian Trails Committee, July 26, 2016

Background

The AF Pedestrian Trails Committee was formed to monitor the development and usage of the Angel Fire trails for residents and visitors alike for Angel Fire. The Committee supports over 26-miles of trails, most of which are greenbelt trails maintained by The Angel Fire Resort and the remainder are trails supported and maintained by the Village. The Pedestrian Trails Committee consists of 8 people, including Tracy Orr (AF Staff Representative), Charles Earhart (AAFPO Amenities Committee Representative), and Robin May (Resort Representative). The Committee meets approximately 10 times a year. Most of the AF trails are multi-use trails supporting hiking, mountain biking, and snow shoeing.

Current Activities

A major project for this year includes the upgrading of the Sage Trail, including a relocation of the trailhead to the corner of Sage Lane and Highway 434. The project includes major rerouting of the upper portion of the trail so that the trail mitigates major erosion problems on this portion of the trail. The trail then can be used safely for mountain bikes. This portion of the upgrade of the trail is supported and performed by the AAFPO Board, The Resort and the AF Village to permit dual access to the trail from Cochiti Trail (the road).

Another major effort of the committee this spring was the "ground-truthing" of 20 Angel Fire proposed new trails by a Taos/Enchanted Circle group supported by the Trust for Public Land. The Pedestrian Committee evaluated 20 trails in the Angel Fire area that are a combination of bike trails (including along roads) and hiking trails that connect the Village trails with US Forest Service trails. The project involved the assessing of the proposed trails to become part of a plan to support hiking and biking activities throughout the Enchanted Circle Region.

We are working on plans to provide uniform signage for the Angel Fire trails with AAFPO Amenities Committee. We continue to support and maintain the Angel Fire Trails Brochure and have found it to be a very successful way to promote the village and greenbelt trails.

Future Plans.

We continue to look forward to the extension of the Frank Young trail north to the Angel Fire Sports Complex, the Moreno Valley High School and to the blinking light. We continue to look for better ways to connect the Village trails to the USFS trails, especially the Elliot Barker Trails. Finally, we are working on ways and ideas to extend the Bobcat Trail to Monte Verde Lake and expand trails at this end of the Village. We strongly support the Village's effort to put a crosswalk across Highway 434 at North Angel Fire Road and add sidewalks along this highway.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/ GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2016 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 14, 2016

The 59th Annual Conference of the NM Municipal League will be held August 31st through September 2nd in Hobbs.

At the Annual Business Meeting on Thursday, September 1st, a President Elect, Vice President, Treasurer and three Directors-at-Large (2-Year Term) will be elected. Also, the Annual Statement of Municipal Policy and Annual Conference Resolutions will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the Policy Process Outline and the Annual Business Meeting Rules and Procedures.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. The Voting Delegate and Alternate must be persons planning to attend the Conference. Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and return this form to the League Office no later than Friday, August 26, 2016.

This is not an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.



Municipality: Village of Angel Fire

Voting Delegate: Barbara Cottner Title: Mayor

Alternate: Rogus Sanou Title: Councilor

Approved By:

RETURN BY OR BEFORE AUGUST 26, 2016 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 - Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392

COUNCIL AGENDA ITEM

ACTUAL EXPENSES

MEETING DATE: August 2, 2016
TO: Village Council
FROM: J.D. Harvey, Lieutenant of The Angel Fire Police Department
SUBJECT: REQUEST APPROVAL ACTUAL EXPENSES

Background/Facts:

Having held the rank of Lieutenant for more than a year, the time has come to engage in a first line management course to provide training in various aspects dealing with personnel issues, principles of leadership and legal and liability issues in which the training would provide immediate application for the rank I now hold. Furthermore, the training is approved by the State of New Mexico Law Enforcement Academy in which I will receive 40 credited hours coupled with the fact that the training would place me on the path to a command level certification for The Village of Angel Fire. The tuition amount for the training is \$345.00 and the class begins on the 15th of August 2016 and concludes on the 19th of August 2016.

Organizers of the training have negotiated room rates with The Hyatt Regency which is in walking distance of the training center valued at an approved government rate of \$89.00 nightly. The total estimated cost for the room will be \$504.24.

I am also requesting actual expenses in lieu of per diem rate for meals not to exceed \$30 per day.

Therefore, I am requesting approval for actual expenses incurred during this week long yet valuable training class.

Alternatives:

- A. Not approve request for actual expenses.

Financial Impact and Review:

Financial Impact: Yes No X

Budgeted Item: yes: X no: Funding Source: _____

Finance Department Comments and Review:

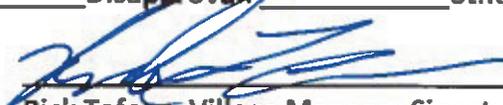
Attached Documents:

- 1. CONFIRMATION OF CLASS REGISTRATION
- 2. CONFIRMATION OF HOTEL RESERVATION



Village Manager Recommendation:

Approval: Disapproval: other:


Rick Tafoya, Village Manager Signature

LANGUAGE HYATT GOLD PASSPORT JD HARVEY

MY RESERVATIONS | OFFERS | MEETINGS & EVENTS | ABOUT US

Hyatt Regency Albuquerque

Reservation Confirmation

Thank you for choosing to stay with Hyatt Hotels and Resorts.

Confirmation #: 20397534

Reservation Assistance
1 888 591 1234
in U.S., Canada & Caribbean
or [Contact Information by Region](#)

Selected Hotel



**Hyatt Regency
Albuquerque**
330 Tijeras NW
Albuquerque, New
Mexico, 87102, USA
Tel: +1 505 842 1234
[Maps & Directions](#)

Selected Dates and Details

Sunday 14 August 2016 through Friday
19 August 2016
(6 Nights)

1 Room / 1 Adult / No Child

[Reservation Links](#)
[Glossary of Terms](#)

[Print](#)

Selected Rate and Room

State Gov Rte [Rate Rules](#)

	Sunday	Monday	Tuesday	Wednesday	Thursday
One King Bed Room Details	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00

Reservation Total

** Changes in taxes or fees will affect the total price.
Total rate in hotel currency is guaranteed. Total rate in
your selected currency will vary with fluctuations in
exchange rate.

Hotel Currency

Subtotal	\$445.00 USD
Additional Fees & Taxes	
Occupancy Tax	\$26.70 USD
Sales Tax	\$32.54 USD
Total Per Room**	\$504.24 USD

Guest Information

Mr. JD HARVEY
PO BOX 810 3485 MOUNTAIN VIEW BOULEVARD, #4
ANGEL FIRE, NM
United States, 87710
15753773214
JHARVEY@ANGELFIRENM.GOV

Guest Memberships

Travel Agent	Not available
Private Line Number	Not available
Hyatt Gold Passport #	5313978550

Terms & Conditions

Cancel Reservation
Cancel By 3pm Mst 24hours Prior To Arrival

[PRINT](#)

J.D. Harvey

From: Technicon Training <technicontraining@q.com>
Sent: Tuesday, June 14, 2016 1:44 PM
To: J.D. Harvey
Cc: Brad McCaslin
Subject: Registration Confirmation- 1st Line Supervision & Management Course August 15-19, 2016 Albuquerque, NM
Attachments: BCSD_Training Center and Area Hotels.pdf

Technicon Training & Consulting Services

Course Registration Confirmation

PLEASE READ ALL CONFIRMATION INFORMATION AND FORWARD TO ATTENDEES

Course Information:

1st Line Supervision & Management
August 15-19, 2016 8:15 am – 5:00 pm Daily

Supplemental Course or Training Site Information:

Training Site Map, Parking Information, and Area Hotels attached as pdf document.

Training Location:

Bernalillo County Sheriff's Department Regional Training Center
415 Tijeras NW Albuquerque, NM 87102

Registration Information:

Department/Agency: Angel Fire Police Department

Registered Names:

1. J.D. Harvey

2.

3.

4.

5.

6.

To minimize interruptions and to complete course requirements, students should make any necessary scheduling arrangements to attend the entire course of instruction, thank you.

Payment Information:

Tuition: \$345.00 Qty: 1 Amount Due: \$ 345.00

Payment Method: Invoice Agency Contact -as selected on registration form

Tuition Costs do not cover items such as meals, boarding, or transportation. There are several hotels in the area for your convenience.

Cancellation & Payment Policies:

Cancellation Policy:

Cancellation notices must be received 4 business days prior to the beginning of the course otherwise a fee of \$50.00 per cancellation will be charged. Agencies will be invoiced and charged the full tuition for students who were registered for a course and did not attend without any prior notice of cancellation.

Replacements for registered attendees are acceptable up to 8:00 a.m. of the first day of class, if possible please give us advanced notice, thank you.

Payment Policy:

We will e-mail invoices within 15-days prior to the course date unless otherwise requested.

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: August 2, 2016

TO: Mayor / Council and Village Administrator

FROM: Andrew Bertges, Fire Chief

SUBJECT: Approval to enter into contract with Taos Emergency Communication Center (TECC), to provide dispatch services to the Village of Angel Fire's Police, Public Works, Fire and Emergency Medical Services(EMS).

Background/Facts

The Village of Angel Fire requires a service to provide emergency E911, non-emergency and after hours public works dispatch, 24hrs a day, and 7 days a week. TECC was selected to provide this service.

Alternatives:

Restart the quote process, but without a dispatch service, we will be out of contract and remain with the current service outside of procurement policy. Another alternative is to start our own, but initial startup would be in the millions and then hundreds of thousands per year to operate.

1) **Financial Impact and Review:**

Financial Impact: None Has been part of our budget _____
Budgeted Item: yes X no: Funding Source: General fund

Finance Department Comments and Review: _____



Finance Directors Signature

2) **Attached Documents:**

Contract

3) **Staff's Recommended Motion:** Motion and Second to approve grant application

4) **Village Administrator Recommendation:**

Approval: _____ Disapproval: _____ other: _____

Signature: 

Rick Tafoya, Village Manager



CONTRACT

This Contract is hereby made and entered into by and between Taos County, a political subdivision of the State of New Mexico acting as administering and fiscal agent for the Taos Emergency Communications Center (hereinafter "County/TECC") and Village of Angel Fire (hereinafter "Using Agency"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows.

1. **Scope of Work.** County/TECC hereby agrees to provide dispatch services to the Village of Angel Fire Law Enforcement Division, Emergency Medical Services, and Fire Department 24 hours a day, 7 days a week, through the Spillman computer aided dispatch ("CAD") system, including 911 emergency, non-emergency, and after-hours public works calls as well as reporting as set out in greater detail in Exhibit 1, attached hereto and incorporated herein for all purposes.
2. **Compensation.** The Village of Angel Fire will pay County/TECC a total of \$58,000.00, to be paid in four (4) quarterly payments of \$14,500.00 each due on or prior to September 1, 2016, December 31, 2016, March 31, 2017, and June 30, 2017.
3. **Miscellaneous.**
 - A. **Time to Commence Work.** County/TECC shall commence services within 24 hours of receipt of notice in writing to proceed from the Using Agency.
 - B. **Using Agency Responsibilities.**
 1. Using Agency shall provide all required GIS, mapping, and address information to County/TECC required to initiate and maintain dispatch services pursuant to this Contract, and shall keep information provided current.
 2. Using Agency shall provide all NCIC/NMCIC information required by County/TECC.
 3. Using Agency shall provide repeaters for Fire, EMS, and law enforcement, as well as provide all heavy maintenance (including replacement and tower work) for the repeaters.
 4. Using Agency shall provide County/TECC 24/7 access to their radio equipment and/or tower so that equipment may be maintained.
 5. Using Agency shall pay all fees for towers owned by Using Agency.
 6. Using Agency shall keep all radio and/or FCC licensing current and provide all necessary permissions to County/TECC to perform the dispatch services under this Contract.
 7. Using Agency shall also provide all equipment at Using Agency's receiving location, and for Using Agency's responders, including but not limited to radio, telecommunications, internet and computer equipment and hardware, necessary to communicate with County/TECC and receive dispatch services provided for under this Contract.
 8. Using Agency shall maintain and/or repair all dispatch equipment at Using Agency's receiving locations, and for Using Agency's responders, and ensure that all maintenance and repair will be completed in a timely manner.
 9. Using Agency shall notify County/TECC if service area is to be expanded.
4. **Term.** This Contract shall be effective from the last date signed by both parties through June 30, 2017, unless terminated earlier pursuant to its terms.
5. **Renewal.** The parties shall have the right, but not the obligation, to renew this Contract on the same terms and conditions, including compensation, as exist for the current term subject to Using Agency's available funds and

budget, or on mutually agreeable amended terms and conditions, for a total number of three (3) renewals by providing notice of renewal prior to the end of the current term or any subsequent term.

6. **Termination.**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Contract, the other party shall have the right to terminate the Contract by giving written notice to the party of termination which shall occur no less than 30 calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination. The notice shall specify the effective date of the termination and the reasons therefore.

County/TECC may terminate the Contract with or without cause at any time in the County/TECC's sole discretion by giving written notice to the Using Agency of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof.

Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Using Agency or Using Agency's place of business, or to the E911 Director.

7. **Indemnification.** Both parties do not have the authority to indemnify and hold each other harmless from any and all claims, liabilities, losses, damages, charges, etc. The parties agree that each party shall be responsible for the errors, omissions, and negligence of its employees to the extent allowed by the laws of the State of New Mexico. Any liability incurred in connection with this Contract by either party is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, as amended.
8. **Liability Insurance.** The parties agree that the both parties will maintain liability insurance at all times during the term of this Contract for in an amount at least equal to the damage limits set forth in the New Mexico Tort Claims Act, Sec. 41-4-19 NMSA 1978 (as amended).
9. **Confidentiality.** Any information learned, given to, or developed by Using Agency in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the County/TECC.
10. **Status of Using Agency.** Using Agency acknowledges that it is a New Mexico Municipal Corporation and as such neither Using Agency, Using Agency's employees, independent contractors, agents nor representatives shall be considered employees or agents of County/TECC nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to County/TECC employees.
11. **Non-Agency.** Using Agency agrees not to purport to bind County/TECC to any obligation not assumed herein by County/TECC, unless Using Agency has express written approval and then only within the limits of that express authority.
12. **Severability.** In the event that a court of competent jurisdiction rules that any provision of this Contract is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.
13. **Sole Contract.** This Contract, including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
14. **Survival.** All terms of this Contract that as a practical matter would require actions by either party after the expiration, termination or voiding of this Contract to effectuate those terms, shall survive such expiration, termination or voiding.
15. **Amendment.** This Contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all parties.

16. **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico.
17. **Jurisdiction and Venue.** Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico. Using Agency hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.
18. **Contact Information for Parties.** The contact information for the parties to this Contract is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

Taos County
 Dominic Martinez, E911 Director
 105 Albright St
 Taos, NM 87571
 Phone: 575-737-6451
 Email: dominic.martinez@taoscounty.org

Village of Angel Fire
 Fabian Mascarenas, Procurement Manager
 P.O. Box 610
 Angel Fire, NM 87710
 Phone: 575-377-3232
 Fax: 575-377-3280
 Email: fmascarenas@angelfirenm.gov

19. **Authority.** The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

Signed and Agreed:

Taos County Acting as Agent for the
 Taos Emergency Communications Center

Using Agency

VILLAGE OF ANGEL FIRE

By: _____
 Barbara Cottam, Mayor

By: Leandro Cordova, County Manager

By: Fabian Mascarenas, Procurement Manager

Date _____

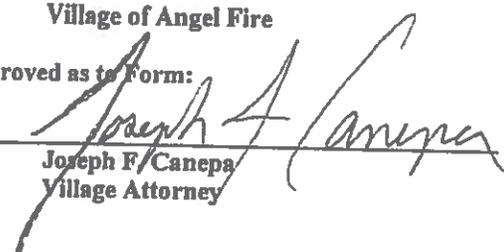
Date _____

Per Resolution of Village Council on
 _____, 2016

Attest:

 Terry Cordova, Clerk
 Village of Angel Fire

Approved as to Form:



 Joseph F. Canepa
 Village Attorney

Approved As To Form

 Quela Robinson, Assistant County Attorney

Exhibit 1
TCC 2016-XXX
Scope of Work

County/TECC hereby agrees to provide dispatch services to the Village of Angel Fire Law Enforcement Division, Emergency Medical Services, and Fire Department 24 hours a day, 7 days a week, through the Spillman computer aided dispatch ("CAD") system, including 911 emergency, non-emergency, and after-hours public works calls as well as reporting.

County/TECC utilizes Spillman CAD (computer aided dispatch) system, including non-emergency and 911 emergency calls as well as administration calls and after hour public works calls.

County/TECC shall provide all employees, equipment, software, and furnishings necessary for the operations of a dispatch system at TECC dispatch location. County/TECC will also create dispatch reports to include: call specific id/run number, time of dispatch, radio traffic, times, and mileage, and will maintain time stamped record of all calls dispatched.

County/TECC shall purchase an EMD (Emergency Medical Dispatch) program called Powerphone and will certify all 12 employees in the Powerphone program by December 31, 2016. County/TECC shall also implement a Quality Assurance ("QA") program during the rollout of the Powerphone program.

County/TECC shall require all non-certified dispatchers to attend the New Mexico Department of Public Safety ("DPS")'s 3 week certification course to become certified. County/TECC shall require the maintenance of certification for all certified dispatchers though DPS required biennial training of 20 hours as well as adherence to all other mandates of DPS certification. County/TECC shall also maintain records of all certifications held by and training received by TECC staff.

County/TECC shall validate and update NCIC/NMCIC files that are provided to County/TECC by the Village of Angel Fire Law Enforcement division. TECC shall provide any and all statistics routinely generated by the Spillman CAD system of calls received and radio traffic related to the Village of Angel Fire Law, EMS and Fire upon request.

County/TECC will maintain and/or repair all dispatch equipment, communications systems, and CAD software at the County/TECC dispatch location and ensure that all maintenance and repair will be completed in a timely manner.

County/TECC maintains an Executive Board that meets the first Wednesday of the month. County/TECC shall invite Using Agency to attend these meetings to discuss and resolve any concerns, questions, and/or complaints in regard to the performance of this Contract.

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: August 2, 2016

TO: Mayor / Council and Village Administrator

FROM: Andrew Bertges, Fire Chief

SUBJECT: Approval to enter into contract with Dr. Lesa Fraker, to provide medical direction for the Village of Angel Fire's Fire and Emergency Medical Services(EMS).

Background/Facts

The Village of Angel Fire's Fire and EMS department is required to have a medical director to allow us to provide EMS services for the Village of Angel Fire and our surrounding area. The medical director is responsible for all medical procedures and protocols of the department.

Alternatives:

Restart the quote process, but without medical direction, we will not be able to operate the EMS department.

1) Financial Impact and Review:

Financial Impact: None Has been part of our budget _____
Budgeted Item: yes X no: Funding Source: General fund

Finance Department Comments and Review: _____



Finance Directors Signature

2) Attached Documents:

Contract

3) Staff's Recommended Motion: Motion and Second to approve grant application

4) Village Administrator Recommendation:

Approval: ✓ Disapproval: other:

Signature: 

Rick Tafoya, Village Manager

EMS MEDICAL DIRECTOR SERVICES CONTRACT

[Medical Director for Village of Angel Fire EMS]

Between Village of Angel Fire ("Village") and Lesa D. Fraker ("Contractor")

This Agreement is made and entered into this ____ day of July 2016 by and between THE VILLAGE OF ANGEL FIRE, hereinafter referred to as "the Village" and LESA D. FRAKER, M.D. hereinafter referred to as "the Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor shall render the following services:

Serve as Medical Director for the Village of Angel Fire's EMS through the Angel Fire Department, to include the following responsibilities:

- Ongoing review and approval of all EMS medical protocols.
- Review and QA of all runs as requested by the EMS Director.
- Approval of renewal certification for all EMS providers.
- Quarterly QA meetings for run review and/or CME education as required by the EMS Director.
- DOT certification physical exams for all providers provided at no cost to the Village.
- Participation in meetings with providers for remediation or discipline based on performance as requested by the EMS Director.
- Any other educational or supervisory tasks as requested by the EMS Director.

2. Compensation.

The Village shall pay the Contractor at a rate of \$1,000.00 a month, plus gross receipts tax, payable on the first day of every month.

3. Term. This contract shall become effective or binding upon execution of the Agreement by the Parties and approved by the Village Council. The contract shall be for a term of four (4) years unless terminated earlier pursuant to paragraph 4 hereafter. The term of this contract shall not exceed four (4) years.

4. Termination.

This contract may be terminated by either party for their convenience, provided the other party is given not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested), of intent to terminate at addresses provided herein.

5. Status of Contractor is an Independent Contractor / Contractor to Maintain Own Insurance.

Contractor, in the performance of this contract, is an independent contractor and not an employee of the Village, and the Village shall have no obligations to Contractor as an employer other than as set forth in this contract. The Contractor and its agents and employees shall provide for their own insurance, if any. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles or any other benefits afforded to employees of the Village as a result of this Agreement. No clinical medical services are being provided by Contractor under this Contract.

6. Subcontracting.

The Contractor shall not subcontract any portion of the services under this Agreement without prior written approval of the Village.

7. Confidentiality.

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential, and the Contractor shall not make such information available to any individual or organization without the Village's prior written approval.

8. Records and Audits.

The Contractor shall maintain, for three years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the Village. The Village shall have a right to audit billings for both before and after payment; payment under this Agreement shall not foreclosure the right of the Village to recover excessive and/or illegal payments.

9. Amendment.

This contract shall not be altered or changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Village Council.

10. Merger.

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

11. Applicable Law.

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

12. Waiver.

No waiver of any breach of this contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

13. Appropriations.

The terms of this Contract are contingent upon the Village making sufficient appropriations and authorizations for the performance of this contract. If the Village does not make sufficient appropriations and the authorizations, this contract shall, notwithstanding the provisions of paragraph 1 and 2 above, terminate immediately upon the Village giving written notice to the Contractor. The Village's decision whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF ANGEL FIRE

By: _____

Barbara Cottam, Mayor
Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710

Per Resolution of the Village Council on _____

ATTEST:

Terry Cordova, Clerk, Village of Angel Fire

CONTRACTOR:

Lesa Lesia Fraker, M.D. *07/27/2016*
Lesia Fraker, M.D.
707 Paseo de Peralta
Santa Fe, NM 87501

COUNCIL AGENDA ITEM

ACTUAL EXPENSES

MEETING DATE: August 2, 2016
TO: Village Council
FROM: Community Center
SUBJECT: REQUEST APPROVAL MORENO VALLEY PEST CONTROL

Background/Facts:

The Angel Fire Community Center is requesting council approval of the pest control services contract with Moreno Valley Pest Control for services from August, 2016 until June, 2017.

Alternatives:

- A. Community Center would not have pest control for the building.

Financial Impact and Review:

Financial Impact: __ Yes __ No X
Budgeted Item: yes: X no: ___ Funding Source: _____
Finance Department Comments and Review: 

Attached Documents:

Moreno Valley Pest Control Agreement

Village Manager Recommendation:

Approval:  Disapproval: _____ other: _____


Rick Tafoya, Village Manager Signature

MORENO VALLEY PEST CONTROL

PO Box 633
Angel Fire, NM 87710
575-377-6152

Proposal / Agreement for Pest Control Service

Prepared for:
Village of Angel Fire
Angel Fire Community Center
PO Box 610
Angel Fire, NM 87710
575-377-1544

I/We hereby engage Moreno Valley Pest Control hereinafter referred to as the exterminator to provide pest control services on a quarterly-bimonthly basis starting in July 2016 and ending in June 2017 to control general household pests such as ants, spiders, fleas, crickets, mice, etc. excluding termites or other wood destroying insects. The entire Angel Fire Community Center at 71 Valley Road, 575-377-1544, will be inspected and treated as needed in the months of May, July, September, and November.

In consideration therefore I/We agree to pay to the order of the exterminator, its successors or assignees the sum of \$199.00 for the first quarter and \$139.00 per quarter thereafter for the period of one year, and shall renew itself for the following year for the same quarterly periods, unless written notice is given.

If service should be required between regular scheduled services such service will be rendered promptly and without additional charge. All pesticides will be applied in accordance with regularly established practices and in compliance with Environmental Protection Authority (EPA), USDA, OSHA, FDA, State and Local Regulations.

The exterminator warrants to the extent of the consideration price herein that its pest control service will be satisfactory.

The customer agrees to waive any claim against the exterminator arising out of damage to person or property caused by rodent, bird, or insect pest. No other terms, conditions or representations shall be binding unless in writing.

You the customer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Customer Signature _____

Title _____

Date _____

Moreno Valley Pest Control

Owner Signature _____

Date 7/21/16 _____

COUNCIL AGENDA ITEM

ACTUAL EXPENSES

MEETING DATE: August 2, 2016
TO: Village Council
FROM: Community Center
SUBJECT: REQUEST APPROVAL NORTHERN NEW MEXICO SECURITY

Background/Facts:

The Angel Fire Community Center is requesting council approval of the alarm monitoring and notification contract with Northern New Mexico Security for services from August 2, 2016 until August 1, 2019.

Alternatives:

- A. Community Center would not have a security system for the building.

Financial Impact and Review:

Financial Impact: Yes No X
Budgeted Item: yes: X no: Funding Source: _____
Finance Department Comments and Review: 

Attached Documents:

Northern New Mexico Security Contract

Village Manager Recommendation:

Approval: Disapproval: other:


Rick Tafoya, Village Manager Signature

Northern New Mexico Security
PO Box 212
Angel Fire, NM 87710
575 377-2204

1. This Agreement consisting of three pages is made by and between Northern New Mexico Security Corporation, hereinafter called **NNMSC**, and Village of Angel Fire, Community Center, hereinafter known as **SUBSCRIBER**.
2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT: NNMSC is a licensed, insured and bonded private security company registered with the State of New Mexico. Security Officers employed by NNMSC shall likewise be insured and trained and may be armed.
3. NNMSC as an independent Contractor, will provide SUBSCRIBER with the below designated service(s):

Yes A. Alarm Monitoring - NNMSC, or designee, will provide MONITORING of SUBSCRIBER'S Fire Alarm System on a 24 hour a day basis. NNMSC or its designee agrees to make every reasonable effort to verify and transmit notification of emergency signals promptly to police, fire or other authority or SUBSCRIBER'S DESIGNEE upon receiving signal of an alarm condition.

No B. Alarm Response - NNMSC personnel will respond either telephonically or physically to SUBSCRIBER'S premises for verification and/or investigation upon receiving notification of an alarm signal on a 24 hour a day basis.

No C. Patrol Service/Home Watch - NNMSC personnel, consisting of licensed, trained and insured Security Officer(s), in uniform or identifiable clothing, radio equipped and with vehicle will make a physical inspection of Subscriber's property as follows:

Yes D. Other Security – Includes monitoring of daily test signals and notification of system failure.

4. That for Services to be provided under this agreement (as indicated above), the SUBSCRIBER hereby agrees to pay the sum of **\$105.00 per quarter**. Said amount shall be due and payable in advance unless otherwise approved by NNMSC.
5. **LOCATION** of security services: **71 Valley Road Angel Fire, NM 87710**
6. **DATE** services to begin: This service to begin **8/2/16** until **8/1/19** at which time the service may be extended for an additional year by mutual consent of the parties.
7. It is understood that employees of NNMSC, while engaged in the performance of services under this agreement, will also be providing Security Services under other independent contracts. NNMSC reserves the right to determine priorities with respect to security related decisions regarding two or more concurrent occurrences and/or emergencies.
8. NNMSC reserves the right to sub-contract Monitoring and/or Dispatch Services with qualified outside agencies, companies or persons, at the sole discretion of NNMSC.
9. The Alarm System equipment at SUBSCRIBER'S premises was not installed by NNMSC and is not under the control of NNMSC. The function, control and maintenance of said system is the sole responsibility of the SUBSCRIBER or SUBSCRIBER'S DESIGNEE. NNMSC shall not be held responsible at any time for the Alarm System's failure or the failure of signals to be transmitted.
10. **FALSE ALARMS**. Subscriber acknowledges a nuisance factor of multiple false alarms. SUBSCRIBER therefore agrees to make reasonable efforts to minimize accidental or false

Northern New Mexico Security

PO Box 212

Angel Fire, NM 87710

575 377-2204

alarm activations caused by SUBSCRIBER or SUBSCRIBER'S DESIGNEES, and/or malfunctions in the system itself

11. This agreement may be cancelled by NNMSC at any time, with 30 days written notice, if false alarms continue to occur.
12. This agreement may be cancelled without previous notice or liability at the sole option of NNMSC in the event NNMSC's monitoring facility, equipment, wires or telephone lines becomes non-functional or damaged by any means so as to make it impractical to continue service. This agreement may likewise be cancelled at the option of SUBSCRIBER in the event that the SUBSCRIBER'S premises are so damaged or destroyed.
13. NOTICE TO CANCEL. This agreement shall continue in force for the term defined in paragraph 6. SUBSCRIBER or NNMSC may terminate this agreement for cause with 30 days written notice. In the event that SUBSCRIBER fails or refuses to make payment for services in advance, this agreement and all of NNMSC responsibilities hereunder shall come to an end without further notice, and neither party hereto shall have any claim against the other except for payment by subscriber for the remainder of the contract period.
14. RUNAWAY DIALER: Subscriber shall be responsible for runaway dialers or excessive dial outs due to malfunction by the equipment's dialing mechanisms. Runaway dialer and or excessive dial outs may require a service call and potential service fees.
15. Should there arise a conflict of terms or conditions between this agreement and any previous agreement, it is agreed that this contract shall be supreme and binding.
16. NNMSC shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall NNMSC incur any liability for any delay in response time or the failure to respond by police, fire, or other authorities, institutions, or individuals notified by NNMSC.
17. NNMSC shall not be obligated to perform any monitoring or dispatch service hereunder during any time when electrical lines, telephone or telephone equipment shall not be working since signals are received by means of telephone communication and electric power.
18. EXCULPATORY CLAUSE. It is agreed that NNMSC is not an insurer and that the payments herein are based solely on the value of services set forth herein and are unrelated to the value of subscriber's property, or the value of others that may be at the property. It is not the intention of the parties that NNMSC assume responsibility or liability for any loss or damage sustained through burglary, fire, theft, robbery, or other cause by virtue of this Agreement or because of the relation hereby established. Subscriber hereby releases, discharges, and agrees to hold NNMSC harmless from all claims, liabilities and expenses arising from damages sustained by the above causes.
19. LIQUIDATED DAMAGES. It is agreed that any such liability, irrespective of cause or origin, shall be limited to an amount equal to \$300.00 or one half of the annual service charge provided herein, whichever is greater.
20. This agreement is made and shall be governed by the laws of the State of New Mexico.
21. All parties must sign any additions or amendments. No verbal agreement shall alter the above order.

Northern New Mexico Security
PO Box 212
Angel Fire, NM 87710
575 377-2204

22. SUBSCRIBER acknowledges that he/she has read and fully understands the Contents of this Agreement.

For Village of Angel Fire:

Signed 

Signed _____

NORTHERN NEW MEXICO SECURITY
Richard Hill (President)

Subscriber Name: Barbara Cottam, Mayor

Mailing Address: PO Box 610

City, State & Zip: Angel Fire, NM 87710

Per Resolution of Council Dated ____/____/____

Date _____

Attest: _____
Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: August 2, 2016

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve NMDOT contract for the Severance Tax Bond for \$70,000

Background/Facts : The Village of Angel Fire received a \$70,000 allocation from Representative Nick Salazar through a Severance Tax Bond. Initially, DFA required us to have a fiscal agent for this project however, it has been determined by DFA that the Village does not need a fiscal agent for the project. The new contract was mailed to us for signature.

1) **Financial Impact and Review:**

Financial Impact: Yes
Budgeted Item: Yes
Funding Source: Streets Department
Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents:** Contract

3) **Staff's Recommended Motion:** Motion and Second to Approve the contract for the Severance Tax Bond

4) **Village Manager's Recommendation:**

Approval: **Disapproval:** **other:**

Manager's Comments:

Signature: 
