

Exhibit "A"

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Conference Sessions

GFOA's Annual Conference will include more than 75 concurrent sessions featuring leading practitioners, subject matter experts, and top researchers. Each session will contain a panel of speakers carefully selected to provide best practice guidance, discussion of current events, case studies, debate, and interactive exercises to cover a complete suite of topics pertinent for finance officers of all types and representing all forms of state and local governments. GFOA's concurrent sessions will be organized into separate "core" tracks that focus on essential elements within public financial management. GFOA will also place an emphasis on emerging topics that provide finance officers with information critical to supporting their organizations and communities in today's current environment.

GFOA is currently developing sessions and they will be added as they are finalized. Sessions listed below are planned and more will be added as they are confirmed. Schedule of sessions may experience minor changes.

A complete listing of all sessions along with a final schedule will be posted by the end of February 2019.

» [112th GFOA Annual Conference Session Recordings Order Form](#)

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Title

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Sunday, May 19, 2019 -
2:40pm to 3:30pm

Fantastic Voyage: A Look into Security Assessments

The first step in mitigating risks is evaluating those that you currently face. In this session speakers will discuss security audits and risk assessments to determine technology vulnerability. Topics addressed will include: How are assessments completed?

Sunday, May 19, 2019 -
2:40pm to 3:30pm

Leading vs. Managing vs. Coaching

Do you want to be a leader, a manager, or a coach? To be effective, you might have to be all three. In this session, learn the definition of a leader, manager, and coach and learn when and how to apply these roles. Keep in mind, it's a balancing act.

Sunday, May 19, 2019 -
2:40pm to 3:30pm

Small Government Forum

Sunday, May 19, 2019 -
2:40pm to 3:30pm

Types of Legal Counsel Available to Issuers

Common legal roles in bond transactions are issuer counsel, bond counsel, underwriter counsel, disclosure counsel, and special tax counsel. For issuers that are infrequently in the market, distinguishing between who to

Sunday, May 19, 2019 -
3:50pm to 5:05pm

Adjusting to Changing Service Levels

Budgeting requires funding services to meeting community conditions. For most governments, the traditional budget process supports maintaining the status quo, but this is not always appropriate.

Sunday, May 19, 2019 -
3:50pm to 5:05pm

P-Cards: How to Integrate into an Effective Purchasing Function

Even as online procurement mediums and purchasing card technology has significantly evolved in recent years, implementation of a comprehensive P-card function can still be challenging from a process, technology, and management perspective.

Sunday, May 19, 2019 -
3:50pm to 5:05pm

Public Pension Trends: What a Finance Officer Should Know

What is going on in the world of public pensions? This session will highlight trends seen across pension plans and the implications that they have on state and local government finance offices.

Monday, May 20, 2019 -
10:30am to 12:10pm

Accounting and Auditing: Year in Review

Moderator/Speaker: Michele Mark Levine, Director, Technical Services, GFOA

Speakers will provide a comprehensive overview of the key developments in accounting, auditing, and financial reporting that affect state and local governments.

Monday, May 20, 2019 -
10:30am to 12:10pm

Working Successfully with Department Heads and Independent Elected Officials

Financial sustainability is more likely if everyone is working towards that goal. However, finance officers sometimes feel that the actions of department heads or independent elected officials are not financially sustainable.

Monday, May 20, 2019 -
1:30pm to 2:20pm

School Budgeting Best Practices and Lessons Learned

Moderator: Matt Bubness, Senior Manager, GFOA

How do you use your budget process to best align resources and student outcomes? Strong collaboration between the finance and academic teams is a starting point and plays a crucial role in GFOA's Best Practices in School Budgeting for improving your district's budget process. In addition, the budget process framework recommendations include guidelines for better stakeholder engagement, improved goal setting, developing comprehensive strategies to achieve goals, long-term financial planning, and creating a budget document that tells your district's "story." This session will include practical examples from districts who are implementing GFOA's best practice recommendations and also highlight resources readily available to any district looking to improve its budget process.

Monday, May 20, 2019 -
1:30pm to 2:20pm

The "AAA" Club

GFOA will host a networking session designed specifically for governments that have achieved an AAA rating. This session will allow delegates to discuss the unique challenges in achieving and maintaining that esteemed rating.

Monday, May 20, 2019 -
2:40pm to 3:55pm

Back to the Future: Update on GASB's Reporting Model and Recognition Projects

GASB continues to evaluate making changes to its reporting model, which received its last comprehensive review in the project leading to the adoption of GASB Statement No. 34, issued in 1999. At the same time, the GASB examines the way governments currently report all revenues and expenses.

Monday, May 20, 2019 -
2:40pm to 3:55pm

Don't Give Up, Manage Up: How to Deal with a Difficult Boss

Ideally, all GFOA members would have great managers who help them succeed and make them feel valued. Unfortunately, not everyone has this ideal situation.

Monday, May 20, 2019 -
2:40pm to 3:55pm

Hot Topics in the Muni Market

Finance officers and other government leaders all clearly understand that local governments are on the front line when responding to threats from sea level rise, natural disasters, and cyber security.

Monday, May 20, 2019 -
2:40pm to 3:55pm

Raising Revenues Fairly

Local governments need revenues. However, the way in which those revenues are raised matters. If taxes or fees are seen as unfair or are levied on a weak part of the local economy, then those revenues - and the local government - will not be healthy for the long-run.

Monday, May 20, 2019 -
2:40pm to 3:55pm

Your Check is Not in the Mail: Understanding Electronic Payment Methods for Receivables

As more options for electronic payments become available, local governments may look to new technology as a way to better serve the public.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Field of Dreams: Economic Development with Tourism

Whether it's recruiting the next big business, building a sports stadium, or competing for a large convention, economic development is about generating economic activity beyond the sum of a community's parts.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Future World: What Will Cyber Security Look Like in the Future?

As governments develop long-term plans, extended forecasts, and prepare for the future, they must also be aware of the risks that the future will bring.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Impact of Pension Decisions on Credit Ratings

With increased emphasis on pension decisions, how does plan management affect a state and local government's credit rating? Does it differ for single employer, agent employer, or cost-sharing plans?

Monday, May 20, 2019 -
4:15pm to 5:30pm

Making a List and Checking It Twice: A Guide to the GFOA CAFR Award

GFOA has recently updated and reformatted the checklist of generally accepted accounting principles (GAAP) and program requirements for the Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) Program.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Small Government Forum: Investing 101 for Small Governments

Small governments have a fiduciary duty to understand and implement investing policies and procedures. However, with minimal resources and this can be difficult.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Strategic Planning and Budgeting

Just about every organization has something called a strategic plan, but few truly have a plan to use that information in a strategic way throughout the budget process.

Monday, May 20, 2019 -
4:15pm to 5:30pm

Urban Forum

Moderator: Matt Bubness, Senior Manager, GFOA

GFOA's Urban Forum provides an opportunity for members of large governments to network and exchange information on topics unique to the demands of managing their large and complex entities. The forum is currently open to GFOA members in urban jurisdictions from the United States and Canada with metropolitan area populations of 1,000,000 or more. Delegates from urban jurisdictions are invited to attend, network, discuss current topics, and become part of ongoing discussions among GFOA members from large urban jurisdictions.

Tuesday, May 21, 2019 -
10:20am to 12:00pm

Disaster Recovery Series Part 1: Planing

Governments can't predict disasters, but they can plan for them. Establishing procedures in advance is the key to handling an emergency of any scale as effectively as possible.

Tuesday, May 21, 2019 -
10:20am to 12:00pm

Or We Could Just Buy It....

GASB Statement No. 87, Leases, requires lessor and lessee governments to analyze existing lease agreements to properly measure and report assets, liabilities, revenues, expenditures, and deferred items associated with the new standard.

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Keynote Speakers 2019

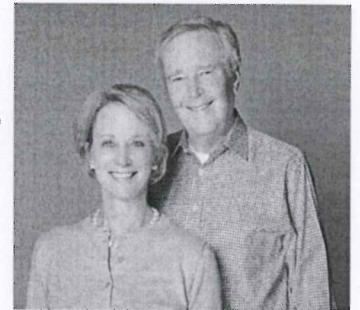
James and Deborah Fallows

► Monday, May 20, 2019

James and Deborah Fallows will provide lessons from their journey across America to understand the prospects of cities, towns, and places (many of which represented by GFOA members) who despite the paralysis of national politics are working to craft solutions and make things better. Their work, *Our Towns: A 100,000 Mile Journey Into the Heart of America*, is a collection of stories from their meetings with hundreds of civic leaders, workers, immigrants, educators, business people, artists, public servants, city planners, and entrepreneurs. They will provide perspective on topics that will help all finance officers confront challenges and work towards building strong communities.

James has been a national correspondent for *The Atlantic* for more than thirty-five years, reporting from China, Japan, Southeast Asia, Europe, and across the United States. He is the author of eleven previous books. His work has also appeared in many other magazines and as public-radio commentaries since the 1980s. He has won a National Book Award and a National Magazine Award. For two years he was President Jimmy Carter's chief speechwriter.

Deborah is a linguist and writer who holds a PhD in theoretical linguistics and is the author of two previous books. She has written for *The Atlantic*, *National Geographic*, *Slate*, *The New York Times*, and *The Washington Monthly*, and has worked at the Pew Research Center, Oxygen Media, and Georgetown University.



Peter Bregman

► Tuesday, May 21, 2019

Peter Bregman will speak to GFOA delegates on how to handle difficult situations, maintain your ground in the face of uncertainty, respond productively to opposition, act powerfully and courageously, and build your leadership presence.

Peter is a Master Certified Coach, leadership expert, and the CEO of Bregman Partners. For over 30 years, he has coached CEOs and senior leaders to develop their leadership skills, build aligned, collaborative teams, and overcome obstacles to drive results for their organizations. Peter has a deep understanding of both organizations and people and has dedicated his entire career to finding solutions that bring the interests of both together. He has worked with CEOs and senior leaders in many of the world's premier organization and is a sought-after speaker and thought leader in the areas of leadership development, organizational change, productivity and emotional courage. He is also a regular contributor to the Harvard Business Review, and his articles and commentary appear frequently in Bloomberg BusinessWeek, Fast Company, Psychology Today, Forbes, The Financial Times, PBS, ABC, CNN, NPR, and FOX Business News.

Peter is also the best-selling author, most recently, of *Leading with Emotional Courage: How to Have Hard Conversations, Create Accountability, and Inspire Action on Your Most Important Work*. His book, *18 Minutes: Find Your Focus, Master Distraction, and Get the Right Things Done*, was a Wall Street Journal bestseller, winner of the Gold medal from the Axiom Business Book awards, named the best business book of the year by NPR, and selected by Publisher's Weekly and the New York Post as a top-ten business book. Peter earned his B.A. from Princeton University and his M.B.A. from Columbia University.



Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Council Acknowledgement of the FY2019 2nd Quarter Financial data submitted to the Department of Finance, Local Government Division on January 30, 2019

DATE: February 12, 2019

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. Attached is the summary report as submitted to DFA (exhibit A), the Profit and Loss from July 1-December 31, 2018 (exhibit B) and the Balance Sheet as of December 31, 2018 (exhibit C). Staff is submitting this report to the Council for their review and acknowledgement of the financial status of the Village as of December 31, 2018.

RECOMMENDATION: A motion from the Council is requested to acknowledge the FY2019 second quarter report.

Report Recap for **Fiscal Year 2018-2019 - FY2019 Q2 - Taos Ski Valley (Village)**
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Show **100** ▼ entries

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance	My Comments	Unread	Actions
11000 General Operating Fund	2,779,380.00	496,000.00	807,676.77	-15,000.00	1,101,114.19	0.00	2,966,942.58	0.00	2,966,942.58	0	0	View
20200 Environmental	196,475.00	0.00	42,524.53	0.00	26,180.57	0.00	212,818.96	0.00	212,818.96	0	0	View
20600 Emergency Medical Services	1,001.00	0.00	0.00	5,000.00	5,036.14	0.00	964.86	0.00	964.86	0	0	View
20900 Fire Protection	395,635.00	0.00	69,841.20	0.00	182,604.25	0.00	282,871.95	0.00	282,871.95	0	0	View
21100 Law Enforcement Protection	7,291.00	0.00	21,200.00	0.00	8,145.97	0.00	20,345.03	0.00	20,345.03	0	0	View
21400 Lodgers' Tax	372,456.00	0.00	88,559.28	-6,600.00	155,736.00	0.00	298,679.28	0.00	298,679.28	0	0	View
21600 Municipal Street	132,951.00	0.00	55,381.76	179,083.06	294,193.80	0.00	73,222.02	0.00	73,222.02	0	0	View
21700 Recreation	437.00	0.00	0.00	6,600.00	6,556.17	0.00	480.83	0.00	480.83	0	0	View
29900 Other Special Revenue	704,065.00	0.00	23,875.34	-179,083.06	1,119.00	0.00	547,738.28	0.00	547,738.28	0	0	View
50100 Water Enterprise	24,172.00	0.00	109,613.79	-10,000.00	93,124.73	0.00	30,661.06	0.00	30,661.06	0	0	View
50300 Wastewater/Sewer Enterprise	98,131.00	0.00	256,957.79	-121,287.13	217,901.10	0.00	15,900.56	0.00	15,900.56	0	0	View
53400 Utility Reserve	3,092,475.00	196,442.00	1,165,589.32	141,287.13	1,185,349.20	0.00	3,410,444.25	0.00	3,410,444.25	0	0	View
Totals	7,804,469.00	692,442.00	2,641,219.78	0.00	3,277,061.12	0.00	7,861,069.66	0.00	7,861,069.66			

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VILLAGE OF TAOS SKI VALLEY
Profit & Loss
July through December 2018

Exhibit "B"

	Jul - Dec 18
Ordinary Income/Expense	
Income	
4012 · REVENUE -Water Sales	109,529.92
4013 · Revenue - Sewer	256,355.79
4019 · Hold Harmless GRT Revenue	70,335.89
4020 · REVENUE - GRT MUNICIPAL	269,658.59
4021 · REVENUE - GRT- STATE	224,342.58
4022 · REVENUE - GRT - ENVIRONMENT	11,061.53
4023 · REVENUE - GRT - INFRASTRUCTURE	44,247.74
4026 · REVENUE - BUSINESS LICENSE	940.00
4027 · REVENUE - OTHER	27,632.44
4028 · REVENUE - GASOLINE TAX	2,676.32
4029 · REVENUE - LODGER'S TAX	88,559.28
4031 · REVENUE - PARKING FINES	130.00
4034 · REVENUE - MOTOR VEHICLE FEES	8,417.70
4035 · REVENUE - BUILDING PERMITS	18,202.35
4036 · REVENUE -Licenses/Permits Other	5,914.43
4037 · REVENUE - GENERAL GRANTS	21,200.00
4040 · REVENUE - WATER CONNECTION FEES	36,029.03
4041 · REVENUE - SEWER CONNECTION FEES	41,867.46
4046 · REVENUE - SOLID WASTE FEE	31,432.09
4047 · REVENUE - OTHER OPERATING	1,288.40
4049 · REVENUE - FIRE GRANTS	69,841.20
4050 · REVENUE - IMPACT FEES	17,792.65
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	44,247.58
4058 · Plan Review Fees	12,032.22
4060 · WTB FY2016 revenue	967,362.85
4100 · Miscellaneous Revenues	
4110 · Misc Revenue- TIDD reimburse	2,528.66
Total 4100 · Miscellaneous Revenues	2,528.66
7004 · REVENUE - FINANCE CHARGE ON W/S	685.86
7005 · REVENUE - INTEREST INCOME	50,343.04
7006 · REVENUE -INVESTMENT INTEREST	4,192.90
7007 · REVENUE - INTEREST IMPACT FEES	134.34
7010 · REVENUE - AD VALOREM TAX	202,236.90
9000 · BEG. BALANCE	0.00
Total Income	2,641,219.74
Gross Profit	2,641,219.74
Expense	
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	90,976.59
4083 · DEBT SERV. - 2007 WWTP LOAN INT	10,310.54
6100 · Salary and Benefits	
6112 · SALARIES - STAFF	568,777.75
6113 · SALARIES - ELECTED	17,069.91
6115 · Overtime salaries	4,371.76
6121 · WORKER'S COMP INSURANCE	18,175.12
6122 · HEALTH INSURANCE	96,671.45
6125 · FICA EMPLOYER'S SHARE	43,983.03
6126 · WORKMAN'S COMP PERSONAL ASSESS	176.30
6127 · SUTA STATE UNEMPLOYEMENT	505.79
6128 · PERA Employer Portion	43,969.45
6130 · HEALTH INCENTIVE - SKI PASS/GYM	900.00
6133 · Life Insurance	459.90
6134 · Dental insurance	6,032.19
6135 · Vision Insurance	1,063.43
Total 6100 · Salary and Benefits	802,156.08
6220 · OUTSIDE CONTRACTORS	1,250,690.94
6225 · ENGINEERING	63,415.64
6230 · LEGAL SERVICES	26,012.81
6242 · ACCOUNTING	2,011.60
6244 · AUDIT	9,978.44

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Cash Basis

VILLAGE OF TAOS SKI VALLEY

Profit & Loss

July through December 2018

	Jul - Dec 18
6251 · WATER PURCHASE, STORAGE	170.22
6253 · ELECTRICITY	12,691.05
6254 · PROPANE	3,230.54
6256 · TELEPHONE	7,759.29
6257 · RENT PAID	3,248.48
6258 · WATER CONSERVATION FEE	118.34
6259 · Natural Gas	482.87
6270 · LIABILITY & LOSS INSURANCE	35,034.51
6310 · Advertising	2,297.91
6312 · CHEMICALS & NON DURABLES	12,541.25
6313 · MATERIAL & SUPPLIES	52,175.02
6314 · Dues/fees/registration/renewals	5,096.27
6315 · BANK CHARGES	1,923.13
6316 · Software	13,763.88
6317 · Personal Protective Equipment	21,686.98
6318 · Postage	781.00
6320 · EQUIPMENT REPAIR & PARTS	3,388.57
6322 · SMALL EQUIP & TOOL PURCHASES	4,499.06
6323 · SYSTEM REPAIR & PARTS	403.78
6331 · OUTSIDE TESTING SERVICES	66.00
6332 · EQUIPMENT RENTALS	7,370.35
6417 · VEHICLE MAINTENANCE	3,060.22
6418 · FUEL EXPENSE	7,253.76
6432 · TRAVEL & PER DIEM	12,444.52
6433 · Travel & PD Elected Officials	2,140.36
6434 · TRAINING	6,768.88
6435 · Training Elected Officials	380.00
6560 · Payroll Expenses	0.00
6712 · LAB CHEMICALS & SUPPLIES	1,666.08
6715 · LAB SMALL EQUIP & TOOL PURCHASE	596.25
6716 · LAB TESTING SERVICES	4,005.84
6720 · LAB OUTSIDE CONTRACTORS	0.00
8322 · CAPITAL EXPENDITURES	419,787.84
8323 · Capital Assets \$1000-\$4999	4,852.83
8325 · EQUIPMENT & TOOL PURCHASE	321,314.24
8421 · NMFA Interest TML #TAOS55	20,169.91
8425 · Hold Harmless Bond Interest pay	17,009.17
8427 · Net Revenue Bond Interest pay	11,340.83
Total Expense	3,277,071.87
Net Ordinary Income	-635,852.13
Other Income/Expense	
Other Expense	
9001 · TRANSFER TO FUND	-522,417.59
9002 · TRANSFER FROM FUND	522,417.59
Total Other Expense	0.00
Net Other Income	0.00
Net Income	-635,852.13

VILLAGE OF TAOS SKI VALLEY
Balance Sheet
As of December 31, 2018

Exhibit C.

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH-CENTINEL #4014340	271,445.18
1005 · People's 7398-9362	512,000.00
1005M · People's 7398-9362 Money Market	1,338.81
1006 · Peoples Repl Reserve 7976-2742	85,000.00
1006M · People's Repl Res 7976-2742 MM	15.37
1007 · Peoples -Debt Reserve 2962-0888	114,000.00
1007M · People's Debt Res 2962-0888 MM	520.81
1008 · People Bank 2389-4253	256,000.00
1008 MM · People Bank MM 2389-4253	198.48
1020 · CASH-GEN GOV IMPACT FEE 1304328	189,518.37
1021 · CASH-ROADS IMPACT FEE 1304271	96,473.11
1023 · CASH-PARKS IMPACT FEE 1304301	57,858.76
1024 · CASH-PUB SAFETY IMP FEE 1304298	154,713.90
1030 · Hillcrest-Hold Harm #10685596	209,744.35
1031 · Hillcrest-Net Rev #10685626	33,387.79
1032 · Hillcrest-Fin Reserve #10685634	45,159.21
1033 · Hillcrest-HH Proceed 3568325020	1,117,304.48
1034 · Hillcrest-NR Proceed#3568153254	736,583.24
1050 · PETTY CASH	200.00
1060 · NMFA Reserve	251,216.96
1100 · CASH-STO #7490	3,727,192.29
Total Checking/Savings	7,859,871.11
Total Current Assets	7,859,871.11
TOTAL ASSETS	7,859,871.11
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2113 · PERA Employee Contribution	-4.10
2121 · HEALTH/DENTAL EMPLOYEE 15% DEP	1,338.06
2129 · Disability (Employee deducted)	150.40
2135 · AFLAC DEDUCTION	91.20
Total Other Current Liabilities	1,575.56
Total Current Liabilities	1,575.56
Total Liabilities	1,575.56
Equity	
3000 · Opening Bal Equity	-224,495.17
3100 · CONTRIB IN AID OF CONSTRUCTION	578,983.30
3900 · Retained Earnings	7,772,156.31
9005 · FUND BALANCE - GENERAL FUND	-278,954.76
9006 · FUND BALANCE - LODGER'S TAX	92,671.00
9007 · INVESTMENT IN GFA	553,787.00
Net Income	-635,852.13
Total Equity	7,858,295.55
TOTAL LIABILITIES & EQUITY	7,859,871.11

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Village of Taos Ski Valley Application to the Carson National Forest for an Approval to Reconstruct the John Ramming Memorial Nature Trail

DATE: February 12, 2019

PRESENTED BY: VTSV Parks & Recreation Committee

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The J.R. Ramming Nature Trail was constructed in 1998. Over time the trail tread has been damaged by weeds encroaching on the sides and narrowing the trail, and by erosion, construction and time. The Village of Taos Ski Valley Parks & Recreation Committee would like to see the trail reconstructed to follow current ADA guidelines. The boardwalk section of this trail was completed in Fall 2018 and is ADA compliant. The Committee would like the entire length of the trail ADA compliant. The Village must first start this process with an application to the US Forest Service. Construction would be done by an outside contractor.

RECOMMENDATION: Staff recommends approval of Village Application to the Carson National Forest for an Approval to Reconstruct the John Ramming Memorial Nature Trail

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Memorandum of Agreement in the Amount of \$67,114.00 Between the Village of Taos Ski Valley and the Town of Taos for the Purpose of Providing Transportation Service “Taos Chile Line” for the 2018-19 Ski Season

DATE: February 12, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: This is a memorandum of agreement renewed on an annual basis between the Village of Taos Ski Valley and the Town of Taos for the purpose of providing transportation service for the 2018-2019 ski season, to run between December 15, 2018 and March 24, 2019. The Town of Taos will contribute \$20,000 to the Village of the \$65,965 requested by NCRTD. The Village will receive a \$10,387 credit (for service not delivered last year) toward the \$45,965 portion, leaving \$35,578 to be paid

STAFF RECOMMENDATION: Discussion and approval of Memorandum of Agreement between the Village of Taos Ski Valley and the Town of Taos providing transportation during the ski season.

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE VILLAGE OF TAOS SKI VALLEY AND THE TOWN OF TAOS
UTILIZING THE NORTH CENTRAL RURAL TRANSIT DISTRICT
TO PROVIDE A BUS LINE ROUTE
BETWEEN THE TOWN OF TAOS AND THE VILLAGE OF TAOS SKI VALLEY

This Memorandum of Agreement is entered into this ____ day of January 2019, by and between the Town of Taos ("Town"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of utilizing the North Central Rural Transit District (NCRTD) to operate a bus line (Taos Chile Line) route between the Town of Taos and the Village.

WHEREAS, the Village has entered into an MOA (attached) with NCRTD to operate a bus line route between the Town of Taos and the Village for the 2018/19 ski season dates of December 15, 2018 to through March 24, 2019;

WHEREAS, the NCRTD is requesting \$65,965.00 (which amount is supplemented by a \$10,387.00 credit for services paid for by the Village and not delivered in FY2018) to operate the same schedule as the previous year with the addition of evening service on Friday and Saturday (attachment B);

WHEREAS, the Village has committed \$45,965.00, the Town of Taos has committed \$20,000.00, to fund the Taos Chile Line 2018 /19 ski season operations;

WHEREAS, the NCRTD has worked with the Village, and the Town on the Taos Chile Line service schedules (attached);

WHEREAS, all parties understand that this service will provide needed and convenient bus service for employees and to encourage tourism;

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Service Provided. Bus services provided are outlined on service schedules (attachment A) and dependent on the terms in the MOA between NCRTD and the Village. No fares will be charged.
2. Term of Service. Funding is for full bus service from December 15, 2018 to through March 24, 2019.
3. Sum Paid to the Village. The Village will act as the fiscal agent with NCRTD. Once supporting documentation is provided that the Village has expended funds to the NCRTD, the Town agrees to pay the sum of \$20,000 to the Village.
4. Liability. As between the parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of

the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The parties hereto agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the Town Office or Village Office. If the Town terminates this contract, no refund will be forthcoming from the Village. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
8. Scope of Agreement. This Agreement 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.
9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/Town. Any legal proceeding brought against the Town, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.
11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

Contractor

Date

Marietta S L
Marietta Fambro, Finance Director

1/15/19
Date 29-00-44005

Administrative approval:

Richard Bellis
Richard Bellis, Town Manager

1/15/19
Date

TOWN OF TAOS

Daniel R. Barrone
Daniel R. Barrone, Mayor

1/24/19
Date

Attest:

Francella Garcia
Francella Garcia, Town Clerk



MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE A BUS ROUTE TO TAOS SKI VALLEY

This Memorandum of Agreement (the "Agreement") is entered into as of this 3rd day of August 2018, by and between the NCRTD ("District"), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico, (each being a "Party" and collectively, the "Parties") for the purpose of operating a bus route to the Village.

WHEREAS, the Village has historically contracted with the Taos Chile Line for the provision of some public transportation services; and

WHEREAS, in 2015 the District acquired and now owns and operates the Taos Chile Line as the NCRTD Taos Chile Line; and

WHEREAS, the Parties wish to provide bus service between the Village of Taos and the Village of Taos Ski Valley for the purpose of employment and to encourage tourism; and

WHEREAS, the Parties enter into this Agreement to provide bus service to the Village of Taos Ski Valley.

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Services Provided by the NCRTD. The District will provide bus service consistent with the transit schedule of the District as outlined on Attachment "A", attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment "A" may be altered, substituted, or reduced in the future if the Parties jointly agree that changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties' obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in Attachment "A". Nothing

herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

Due to increased FY2019 service levels which include evening services on Friday and Saturday, the District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow removal has not been adequately performed or maintained and that the service would not be reasonably safe. Said cancellations may be made by the District without penalty, offset or reduction in the compensation due under this Agreement.

2. Fares. The District will not charge fares for this route.

3. Term of Service. The District shall provide District buses, personnel and related services as necessary to provide the service as depicted in Attachment "A" for a term of three (3) months and eleven (11) days; the District shall provide transit service from December 15, 2018 through March 24, 2019.

4. Sum Paid to the District. The Village agrees to pay the sum of \$65,965.00 (which amount is supplemented by a \$10,387.00 credit for services paid for by the Village and not delivered in FY2018) to the District, as full payment of the cost of service on or before December 15, 2018. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This sum may be modified by subsequent agreement of the parties in the event that the Village seeks and obtains additional services from the District during the term of this Agreement.

5. Village's Duties. The Village agrees to work with Taos Ski Valley, Inc. to enforce any and all valid agreements regarding snow removal on the routes where the District is providing services. Said enforcement shall be at the Village's sole cost and expense. Failure to enforce any such agreements shall be grounds for the District, on a case by case basis, to cancel trips or services which it, in its sole discretion, determines to be unreasonably unsafe. The Village further agrees to enforce access to and use of drop of and pick up locations designated by the District against any and all private parties that seek to impair the delivery of the service including but not limited to Taos Ski Valley.

6. Liability. As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

7. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.

8. Termination. This Agreement may be terminated at will, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is