

15.02 Upon termination of this Agreement, if property acquired by the Agency was provided by a Party, the property shall be distributed to that Party. Otherwise, all other property shall be distributed as specified in this agreement, and any surplus money on hand shall be returned to the Parties in proportion to the contributions made.

16. Events of Default.

16.01 The Parties agree that, except where there is an event of default as specifically set forth herein, dispute resolution or legal or equitable enforcement of this agreement will be adequate remedies for a breach of this Agreement and that, absent an event of default, no party to this agreement may terminate this Agreement due to a breach by any other Party. In the event of a violation of any term or condition of this agreement other than an event of default, the party alleging breach shall provide written notice to the other party explaining the violation in reasonable detail, and the party alleged to be in breach shall, within fifteen (15) days of receipt of the notice, either cure the violation or, if the violation is disputed, provide notice to the other party explaining the dispute. In the event of a dispute over the existence of a violation, the parties may, but are not required to, elect to proceed to dispute resolution. Pending final resolution of any claim, including litigation, the Parties shall diligently continue to perform their obligations as required by this Agreement.

16.02 An event of default will be deemed to have occurred if any of the following events occurs during the Term and continues for seventy-five (75) days after receipt of written notice from the Agency containing reasonable detail of the allegation of default: (i) failure to make payments to the Agency for waste disposal; (ii) failure to keep the Facility insured; (iii) failure to maintain a closure fund; (iv) failure to keep the Facility properly

permitted; (iv) failure to appoint a member to the Board of Directors; (v) failure of the Agency to accept solid waste pursuant to the terms of the permit and this Agreement; (vi) any Party files, or consents to the filing against it of, a petition for relief or reorganization or any other petition in bankruptcy or insolvency, or there is filed against the Agency an involuntary petition in bankruptcy or reorganization or for liquidation, or if the Agency makes an assignment for the benefit of its creditors, or if any petition for any such relief shall be filed against the Agency.

16.03 In the event of an uncured event of default, the parties agree to engage in mandatory mediation before a mediator chosen by agreement of the parties or, if agreement cannot be reached, before a mediator chosen by the Chief Judge of the Eighth Judicial District Court. Mediation shall be required before any Party may file any litigation against any other Party concerning an event of default pursuant to this Agreement. Demand for mediation must be provided in writing all of the Parties which specifies the event of default alleged and that sets forth in detail the alleged event of default and the circumstances and which sets forth the position of the Party demanding mediation. The other Parties shall respond and provide the same information, in writing, within five (5) days of receipt of the demand for mediation. Once the matter of the mediator is settled, the Parties shall convene with the mediator for mediation within thirty (30) days of selection of the mediator and each Party shall provide a person possessing adequate authority to bind the applicable Party to a settlement. Once convened, the mediator shall have absolute discretion to conduct the mediation and each party agrees to participate in the mediation in good faith. Each party shall bear its own costs of the mediation and the parties shall equally share the costs of the mediator.

16.04. If mediation pursuant to the previous paragraph is unsuccessful, an aggrieved party may litigate the matters in dispute in the Eighth Judicial District Court, County of Taos.

17. Notice.

17.01 All notices required or authorized to be given by any Party shall be in writing and served personally (or sent by registered mail, return receipt requested), and addressed to the Party as follows:

The Town of Taos
Mayor/Manager
400 Camino de la Placita
Taos, New Mexico 87571

The County of Taos
Chair/Manager
105 Albright St. Suite G
Taos, New Mexico 87571

The Village of Questa
Mayor/Administrator
2500 Old State Rd. 3
Questa, New Mexico 87556

The Town of Red River
Mayor/Administrator
100 E Main Street
P.O. Box 1020
Red River, New Mexico 87558

The Village of Taos Ski Valley
Mayor/Administrator
P.O. Box 100
Taos Ski Valley, New Mexico 87525

The Village of Eagle Nest
Mayor/Administrator
P.O. Box 168
Eagle, Nest, New Mexico 87718

18. Severability.

18.01. If any provision of this agreement is held to be invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement and this Agreement shall be constructed as if the invalid or unenforceable provision had not been contained in this agreement.

19. Merger.

19.01 This agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties. This agreement may be amended only by written authorization of the Parties and approved of by the Department of Finance and Administration. No oral amendments or modifications will be enforceable and a party's purported reliance upon an oral agreement or modification, or a writing signed by an authorized representative of each party, will be presumed unenforceable.

20. Governing Law.

20.01 This agreement shall be governed and construed in accordance with the Laws of the State of New Mexico.

WHEREFORE the parties hereto have executed this Agreement as to the dates written below.

SIGNATURES OF THE PARTIES:

This agreement has been approved by the
Secretary of the Department of Finance and Administration:

Secretary

Date

THE TOWN OF TAOS

By: _____

Name: _____

Attest: _____
Clerk

Approved as to form:

Stephen C. Ross, Esq.

THE BOARD OF COUNTY COMMISSIONERS OF TAOS COUNTY

By: _____

Name: _____

Attest: _____
County Clerk

Approved as to form:

County Attorney

THE VILLAGE OF QUESTA

By: _____

Name: _____

Attest: _____
Clerk

Approved as to form:

Village Counsel

THE TOWN OF RED RIVER

By: _____

Name: _____

Attest: _____
Clerk

Approved as to form:

Town Counsel

THE VILLAGE OF TAOS SKI VALLEY

By: _____

Name: _____

Attest: _____
Clerk

Approved as to form:

Village Counsel

THE VILLAGE OF EAGLE NEST

By: _____

Name: _____

Attest: _____
Clerk

Approved as to form:

Village Counsel

VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Memorandum of Agreement to join the San Juan-Chama Project Contractors Association

DATE: March 12, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley is a contractor for water from the San Juan Chama Project (SJCP) by assignment of the Twinning Water and Sewer District, which was previously members of the SJCP Association. The association is formed for the protection of the contractor's Project interest, which is water. The Project is important for the Village and its neighbors, and working together, the Village may influence how the project is managed and pursue further funding.

New Mexico SJCP communities are eligible for the Federal Water SMART grant program but have not been able to make use of it as neighboring states have done: *In February 2010, the Secretary of the Interior issued Secretarial Order 3297 establishing the Water SMART (Sustain and Manage America's Resources for Tomorrow) program a 50/50 grant program.*

The Bureau of Reclamation manages the Project and decides how it will use fees paid by the contractors. The MOA seeks to more efficiently use the funds so that critical needs are met and expenses are justified by cost/benefit analysis. All the SJC Project costs are covered by Contractor payments.

The MOA allows for each contractor to have a vote in the Association.

Dues would be charged by the number of acre-feet per contractor at no more than \$1 dollar per unit. The Village contracts 15 acre-feet but would get a full vote in Association decisions.

STAFF RECOMMENDATION: Staff recommends approval to join the San Juan-Chama Project Contractors MOA to best leverage the Village's investment in the project and protect the future of water for the Village and its neighbors.

MEMORANDUM OF AGREEMENT
SAN JUAN-CHAMA PROJECT CONTRACTORS ASSOCIATION

This Memorandum of Agreement (herein the "Agreement") creating the SAN JUAN-CHAMA PROJECT CONTRACTORS ASSOCIATION (herein the "ASSOCIATION") is made and entered into and will be effective when a majority of the contractors of the San Juan-Chama Project water have executed this Agreement.

RECITALS

WHEREAS, in 1962 the Congress authorized the Secretary of the Interior to construct, operate and maintain the initial stage of the San Juan-Chama Project (Public Law 87-483). (herein "Project"); and

WHEREAS, the Project provides a firm yield of 96,200 acre-feet of water annually for municipal, industrial, agriculture, and other beneficial purposes for the use and benefit of the contractors; and

WHEREAS, all of the parties have contract for water and are interested in the long-term viability of the Project and in the proper storage and use of Project water; and

WHEREAS, all such parties are political subdivisions, public entities, or federally recognized Indian tribes and are empowered to enter into this Memorandum of Agreement under federal law and the laws of the State of New Mexico; and

WHEREAS, parties have agreed to enter into this Agreement for protection of the Project waters and for the mutual benefit of the water users represented by the parties to this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTAKINGS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

A. PURPOSES

The purposes of the Agreement are to:

1. Protect and conserve the Project water resources allocated to members hereto.
2. Facilitate and enhance working relationships with state and federal agencies regarding their activities associated with the San Juan-Chama Project and water delivered from the project including, but not limited to:
 - a. Operation, maintenance, associated budgets, and overall management of the Project facilities;
 - b. Water accounting in the Rio Grande and San Juan River basins.
3. Compile and share data and create a network for information exchange regarding the Project and matters of mutual concern.

4. Provide a mechanism to monitor and participate in legal, regulatory and legislative issues that affect the Project and the members of the Association.
5. Assist in water planning and conservation.
6. Provide a mechanism to disseminate information to the public in order to advance the purposes as described above.

B. MEMBERSHIP AND STRUCTURE OF ASSOCIATION

1. The following are San Juan-Chama Project contractors and the annual amount of water for which they have contracted:

Albuquerque Bernalillo County Water Utility Authority	48,200 acre-feet
City of Belen	500 acre-feet
Town of Bernalillo	400 acre-feet
City of Espanola	1,000 acre-feet
Jicarilla Apache Nation	6,500 acre-feet
Village of Los Lunas	400 acre-feet
Middle Rio Grande Conservancy District	20,900 acre-feet
Pojoaque Valley Irrigation District	1,030 acre-feet
Town of Red River	60 acre-feet
City of Santa Fe	5,230 acre-feet
County of Santa Fe	375 acre-feet
Taos Pueblo	2,215 acre-feet
Town of Taos	400 acre-feet
Town of Taos Settlement	366 acre-feet
Village of Taos Ski Valley	15 acre-feet
El Prado WSD	40 acre-feet
County of Los Alamos	1,000 acre-feet

Aamodt Settlement

1,079 acre-feet

Ohkay Owingeh

2,000 acre-feet

2. Any Project contractor desiring to join this Association may do so at any time by executing this Agreement.
3. The Association shall be governed by a board composed of one representative from each member entity to this Agreement.
4. The Association shall meet monthly or at the call of the Chair.
5. At the first official meeting of the Association, the members shall select a Chair, Vice Chair and Secretary who shall serve for a term of one year or until their successor is duly elected and qualified. A fiscal agent shall also be selected at the first meeting and shall serve in that capacity for a minimum of one year.
6. Except as provided below, actions taken on matters brought before the Association shall be based upon the consensus of the members present.
 - a. Any affirmative action of the Association on fiscal matters shall require the unanimous Agreement of the membership.
 - b. Any action taken by the Association or any of its officers on a matter of public policy brought before the Association shall require the unanimous Agreement of the membership.
7. Any member may withdraw from the Association at any time by providing written notification to the Association. If at some point, fewer than 50 percent of the contractors remain in the Association, this Agreement will automatically terminate within 30 days of formal acknowledgment of this condition.

C. AUTHORITY

The Association is authorized to:

1. Receive public funds to defray the operational and administrative costs of the Association.
2. Engage in cooperative studies and activities related to the San Juan-Chama Project.
3. Collect and analyze data.
4. Enter into contracts for professional services to further the purposes of the Association.
5. Form and establish Committees and Subcommittees.

6. Adopt and approve a budget and accounting procedures which will result in the strict accountability of all receipts and disbursements. During the budget process the expenditures of the Association will be subject to the review and approval of the fiscal agent.
7. Adopt by-laws.

D. FISCAL

1. The fiscal agent shall manage the fiscal affairs of the Association.
2. Members of the Association shall be assessed annually on an equitable basis to be determined by the Association. The initial assessment shall not exceed ten cents for each acre-foot of a member's contracted Project water amount. The Association may also establish special assessments on an as needed basis.
3. The fiscal agent shall have control over the investment of members' assessments which shall be held in trust for the parties and for the purposes of this Agreement.
4. Title to assets held by this Association shall transfer to the Parties of this Agreement in proportion to the amounts contributed in the event the Association is terminated.

E. SEVERABILITY CLAUSE

If one portion of this Agreement is deemed illegal, the remaining portions are severable and shall remain in full force and effect.

F. AMENDMENT

This Agreement may be amended with the written approval of all of the members.

MEMORANDUM OF AGREEMENT

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This Memorandum of Agreement (herein the "Agreement") creating the SAN JUAN-CHAMA PROJECT CONTRACTORS ASSOCIATION (herein the "ASSOCIATION") is made and entered into to be effective when a majority of the contractors of the San Juan-Chama Project water have executed this Agreement.

RECITALS

WHEREAS, in 1962 the Congress authorized the Secretary of the Interior to construct, operate and maintain the initial stage of the San Juan-Chama Project (P.L. 87-483). (herein "Project"); and,

WHEREAS, the Project provides a firm yield of 96,200 acre-feet of water annually for municipal, industrial, agricultural, and other beneficial purposes for the use and benefit of the contractors; and,

WHEREAS, all of the parties have contracted for water from and are interested in the long-term viability of the Project and in the proper storage and use of Project water; and,

WHEREAS, all such parties are political subdivisions, public entities, or federally recognized Indian tribes and are empowered to enter into this Memorandum of Agreement under federal law and the laws of the State of New Mexico; and

WHEREAS, parties have agreed to enter into this Agreement for protection of the Project waters and for the mutual benefit of the water users represented by the parties to this Agreement.

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- 1. Protect and conserve the Project water resources allocated to members hereto.***

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- a) operation, maintenance, associated budgets, and overall management of Project facilities;**
- b) water accounting in the Rio Grande and San Juan River basins.**

3. Compile and share data and create a network for information exchange regarding the Project and matters of mutual concern.

4. Provide a mechanism to monitor and participate in legal, regulatory and legislative issues that affect the Project and the members of the Association.

5. Assist in water planning and conservation.

6. Provide a mechanism to disseminate information to the public in order to advance the purposes as described above.

B. MEMBERSHIP AND STRUCTURE OF ASSOCIATION

1. The following are San Juan-Chama Project contractors and the annual amount of water for which they have contracted:

City of Albuquerque	48,200 acre-feet
City of Belen	500 acre-feet
Town of Bernalillo	400 acre-feet
City of Española	1,000 acre-feet
Jicarilla Apache Tribe	6,500 acre-feet
Village of Los Lunas	400 acre-feet
Middle Rio Grande Conservancy District	20,900 acre-feet
Pojoaque Valley Irrigation District	1,030 acre-feet
Town of Red River	60 acre-feet
City and County of Santa Fe	5,605 acre-feet

***The City and County are co-signatories to the contract**

Town of Taos 400 acre-feet

Twining Water and Sanitation District 15 acre-feet

U.S. Department of Energy (Los Alamos County) 1,200 acre-feet

***The Department of Energy may assign all of its SJ-C allocation to Los Alamos County that may enter this Agreement upon said assignment.**

2. San Juan Pueblo, Taos Valley Water Commission, and Taos Pueblo are currently exploring the possibility of entering into water supply contracts from the Project. They may enter into this Agreement at such time as their water supply contract is executed. The following Project waters are allocated but uncontracted:

Taos Valley Area 2,990 acre-feet

San Juan Pueblo 2,000 acre-feet

3. Any Project contractor desiring to join this Association may do so at any time by executing this Agreement.

4. The Association shall be governed by a board composed of one representative from each member entity to this Agreement.

5. The Association shall meet monthly or at the call of the Chair.

6. At the first official meeting of the Association, the members shall select a Chair, Vice Chair and Secretary who shall serve for a term of one year or until their successor is duly elected and qualified. A fiscal agent shall also be selected at the first meeting and shall serve in that capacity for a minimum of one year.

7. Except as provided below, actions taken on matters brought before the Association shall be based upon the consensus of the members present.

- a) Any affirmative action of the Association on fiscal matters shall require the unanimous Agreement of the membership.**
- b) Any action taken by the Association or any of its officers on a matter of public policy brought before the Association shall require the unanimous Agreement of the membership.**

8. Any member may withdraw from the Association at any time by providing written notification to the Association. If at some point, fewer than 50 percent of the contractors remain in the Association, this Agreement will automatically terminate within 30 days of formal acknowledgment of this condition.

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The Association is authorized to:

- 1. Receive public funds to defray the operational and administrative costs of the Association.***
- 2. Engage in cooperative studies and activities related to the San Juan-Chama Project.***
- 3. Collect and analyze data.***
- 4. Enter into contracts for professional services to further the purposes of the Association.***
- 5. Form and establish Committees and Subcommittees.***
- 6. Adopt and approve a budget and accounting procedures which will result in the strict accountability of all receipts and disbursements. During the budget process the expenditures of the Association will be subject to the review and approval of the fiscal agent.***
- 7. Adopt by-laws.***

D. FISCAL

- 1. The fiscal agent shall manage the fiscal affairs of the Association.***
- 2. Members of the Association shall be assessed annually on an equitable basis to be determined by the Association. The initial assessment shall not exceed ten cents for each acre-foot of a member's contracted Project water amount. The Association may also establish special assessments on an as needed basis.***
- 3. The fiscal agent shall have control over the investment of members' assessments which shall be held in trust for the parties and for the purposes of this Agreement.***
- 4. Title to assets held by this Association shall transfer to the Parties of this Agreement in proportion to the amounts contributed in the event the Association is terminated.***

E. SEVERABILITY CLAUSE

If one portion of this Agreement is deemed illegal, the remaining portions are severable and shall remain in full force and effect.

F. AMENDMENT

This Agreement may be amended with the written approval of all the members.

gpa.doc

10/2/97

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2019-390**
 Application to the NMDOT FY 2019/2020 Local
 Government Road Program

DATE: March 12, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The New Mexico Department of Transportation has a yearly application process for municipalities to request grant funding on a 25% match basis. The funds can be used for a number of projects identified in the Local Government Road Program Handbook. The Village has been able to use in-kind costs to match the grant funding and would plan to do so this year.

The Village has a number of roads where the funding would be of use and will use the funding if awarded to have the highest beneficial use.

STAFF RECOMMENDATION: Staff recommends approval of **Resolution No. 2019-390** to apply for the NMDOT LGRP grant funding and to include a letter from the Mayor.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO.2019-390**

**APPROVING AN APPLICATION TO THE NMDOT LOCAL GOVERNMENT
ROAD PROGRAM**

WHEREAS, The Village of Taos Ski Valley has been invited to participate in the FY 2019/2020 Local Government Road Program; and

WHEREAS, The Grant funding requires a 25% match funding that the Village intends to meet with in kind costs; and

WHEREAS, the Village of Taos Ski Valley has identified public road projects that are needed to protect the public good and convenience and will serve the public of the municipality and the list is as follows:

Village of Taos Ski Valley COOP Project Roadway List FY 2019/2020

Road Project	Scope of Work	Cost
Zaps Road: regrade, with drainage	Change slope of the road, Current road has an out-slope layout but needs to change to an in-slope profile with a ditch directing storm water to a drop inlet, Drop inlet would drain to a sediment catch basins accessible for backhoe maintenance	\$100,00
Cliffhanger Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,00
Upper Twining Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,00
Bull of Woods Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,00
Snow Shoe Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,00
Big Horn Roadside curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Twining Road curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Phoenix Switchback curb & gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Cliffhanger Road curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Dolcetto Lane curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Coyote Lane curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,00
Porcupine Road resurface	Resurface to Village standards basecourse roadway and reslope	\$30,00
Village Wide Boulder removal	Removal of Boulders that pertrude in the road way and resurface	\$300,00
Village Wide Road Resurface	Resurface to Village standards basecourse roadway and reslope	\$300,00

**WHEREAS, NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING
BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:**

1. Council Directs the Mayor to submit a letter of intent to Paul Brasher, District 5
Acting/Engineer before March 15, 2019 requesting to be included in the FY2019/2020
Local Government Road Program.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF MARCH 2019

THE VILLAGE OF TAOS SKI VALLEY

Mayor Christof Brownell

ATTEST:

Ann Marie Wooldridge
Village Clerk