

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2019-398**

**APPROVING AN APPLICATION TO THE NM DEPARTMENT OF
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND CALL FOR
PROJECTS**

WHEREAS, The Village of Taos Ski Valley has been invited to participate in the new Call for Projects for FY 2020 under the Local Government Road Fund; and

WHEREAS, the Village of Taos Ski Valley has identified the Twining Road Improvement Project (phase one - preliminary engineering) as a necessary and essential project to improve the health, safety, and welfare of the community; and

WHEREAS, the grant funding requires a 5% total project cost match, which the Village intends to meet; and

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

1. Village of Taos Ski Valley Governing Body directs Staff to submit an application, and commits Village funds for the required 5% match for the NM Department of Transportation Call for Projects during FY 2020.

PASSED, APPROVED AND ADOPTED THIS 11th DAY OF JUNE 2019

THE VILLAGE OF TAOS SKI VALLEY

Mayor Christof Brownell

ATTEST:

Ann Marie Wooldridge
Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Memorandum of Agreement between the Village of Taos Ski Valley and the North Central Regional Transit District to provide a Pilot Summer Transit Service to Taos Ski Valley

DATE: June11, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley is a Member of the NCRTD and has had an agreement with NCRTD to provide Winter Transit Service to the Taos Ski Valley.

The North Central Rural Transportation Department Resolution No. 2009-13 provides a methodology for assessing new routes and services and allows the Mayor as a Board Member to request a new route be investigated for implementation.

The Village Council approved Application to NCRTD for the Pilot summer Transit Service. NCRTD is willing to Pilot a Summer Route to Taos Ski Valley but requires funding to do so. The Village has received support from the Lodgers Tax Board and has Budgeted Funds for the Pilot Service.

Should the pilot service prove successful the NCRTD may consider a longer term arrangement that could include more partners and funding sources.

STAFF RECOMMENDATION: Staff recommends approval of the MOA between the Village and NCRTD to provide a Pilot Summer Route to Taos Ski Valley



MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE A PILOT SUMMER TRANSIT SERVICE TO TAOS SKI VALLEY

This Memorandum of Agreement (the "Agreement") is entered into as of this ____ day of June, 2019, 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 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 a Pilot summer 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. Subject to the District's ability to hire and retain sufficient staff, The District will provide a pilot summer 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.
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; the District shall provide transit service consistent with the specifics outlined in Attachment A.

4. Sum Paid to the District. The Village agrees to pay the sum of \$40,000. Payment shall be made within 30 days of receipt of the bill from the District. 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 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 confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro- rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro- rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

9. 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.

10. 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.

11. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

12. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the resolutions, rules and regulations of the District. Any legal proceeding brought against the District, arising out of this contract, shall be brought before the First Judicial District Court, Santa Fe County, State of New Mexico.

13. Illegal Acts. Pursuant to NMSA 1978, § 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 HEREOF, the parties have executed the Agreement as of the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Daniel Barrone, Chair

Date signed

Christof Brownell, Mayor

Date Signed

Attest: _____
Ann M. Wooldridge, Village Clerk

APPROVED AS TO FORM:

Peter Dwyer, District Counsel

Date: _____

Village Attorney:

Date: _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Authorize Village Administrator to Negotiate a Professional Services Contract to Retain Joseph Caldwell as Mediator

DATE: June 11, 2019

PRESENTED BY: Susan Baker, Village Attorney

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

Former Judge Joseph Caldwell is very familiar with land use issues as well as with negotiation and mediation.

STAFF RECOMMENDATION: Staff recommends authorizing the Village Administrator to Negotiate a Professional Services Contract to Retain Joseph Caldwell as Mediator
