

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Annual Contract with the Village of Taos Ski Valley Chamber of Commerce for Fiscal Year 2020

DATE: July 16, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village has supported the Taos Ski Valley Chamber of Commerce with lodger's tax collections for many years. The Chamber in turn supports the community of Village businesses with digital marketing of the Chamber website, TaosSkiValley.com, which hosts more than 300 pages promoting the area along with a monthly blog featuring member businesses. The Chamber additionally posts daily Facebook and Instagram stories featuring businesses and events. The Chamber collaborates with the Town of Taos and the Taos Ski Valley, Inc. to produce a yearly Vacation Guide that is distributed to Texas and New Mexico hotels, Phoenix and San Diego airports, and ski industry trade shows. The TSV Chamber also supports Member events by covering the costs of the bands, and will host almost 300 runners for the 14th annual Up & Over 10K trail run coming up August 3rd.

RECOMMENDATION: Staff recommends approval of the contract between the Village of Taos Ski Valley and the Village of Taos Ski Valley Chamber of Commerce for FY 2020.

2019-2020 SERVICES CONTRACT

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This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, The Village of Taos Ski Valley Chamber of Commerce, Inc., (hereinafter "CONTRACTOR") on this ~~10th~~ 1st day of July, 2019.

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WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide advertising and promotional services for the VILLAGE; and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. **Scope of Work:** CONTRACTOR shall provide advertising and promotional services to the VILLAGE as allowed under the Lodgers Tax Act, §3-38-21 and §3-38-21.1 N.M.S.A. 1978 as amended as more fully outlined in **Exhibit A, attached** hereto and incorporated by reference herein.

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Said services shall be in accord with, and meet the standards of the New Mexico Lodgers Tax Act.

2. **Address & Phone Contact:** The address and phone number of CONTRACTOR is:

Village of Taos Ski Valley Chamber of Commerce
P.O. Box 91
Taos Ski Valley, NM 87525

(575) 776-1413

3. **Term:** This contract shall be effective from July 1, 2019 and terminate at 5:00 p.m. on June 30, 2020 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.

4. **Renewal:** VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. **Compensation:** The VILLAGE shall pay CONTRACTOR, under this contract, a sum of \$350,000 total with \$296,000.00 for Fiscal Year 2019-20 plus \$54,000 in Special Projects approved by the Lodger's Tax Committee, the Chamber Board of

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~~Directors and the Village Finance Director~~). Monthly payments shall be made to CONTRACTOR in amounts agreed to by the VILLAGE and CONTRACTOR. Quarterly ~~written reports~~ Budget Review of the expenditures made shall be submitted to the ~~CHAMBER BOARD OF DIRECTORS, The Village and the Lodger's Tax Committee~~. CONTRACTOR agrees that these funds will be maintained in a separate account and not be commingled with any other money. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of tax revenue made and shall make such records available for inspection upon request of VILLAGE ~~and to the VILLAGE Auditors~~.

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6. **Release:** CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. **Appropriations:** This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. **Annual Review:** If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. **Termination:** This contract 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 date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. **Conflicts Provision:** Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. **Work Product:** All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not

use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), NMSA. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.

12. **Status of Contractor:** CONTRACTOR acknowledges that it is an independent CONTRACTOR and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. **Non-Agency:** CONTRACTOR agrees not to purport to bind the VILLAGE to any obligations not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. **Confidentiality:** Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. **Worker's Compensation:** CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. **Taxes:** CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have not liability for payment of such taxes or amounts.
17. **Records-Audit:** CONTRACTOR shall keep, maintain and make available to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. At the request of the VILLAGE, CONTRACTOR will have performed an annual audit by an outside accounting firm selected by the VILLAGE and the CONTRACTOR.

If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state

auditors.

18. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
19. **Assignment & Subcontracting:** CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. **Conflict of Interest:** CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. **Non-Discrimination:** CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. **Default by Contractor:** In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
23. **Efforts to Cure:** If the VILLAGE elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defeat, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
24. **Severability:** In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provision shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
25. **Scope of Agreement:** This contract 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.

26. **Amendment(s) to This Contract:** This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
27. **Applicable Law:** This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
28. **Illegal Acts:** Pursuant to Sec 13-1-191, NMSA 1978 (as amended), it shall be unlawful for any CONTRACTOR 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 this Agreement as of the date first written above.

THE VILLAGE OF TAOS SKI VALLEY, CHAMBER OF
COMMERCE, INC., CONTRACTOR

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRISTOF BROWNELL, MAYOR

ATTEST:

ANN M. WOOLDRIDGE, VILLAGE CLERK

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Awarding Contract for Village Trail Development, Maintenance, and Promotion Services to the Enchanted Circle Trails Association

DATE: July 16, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

Enchanted Circle Trails Association (ECTA) Director Carl Colonius presented at the June 11, 2019 Village Council meeting about getting a contract with the Village for trail services, and the lack of financial support from the ECCOG for his proposed service. Reference was made to the Village Council vote of support for a regional trails plan and service at the June 10, 2018 Council meeting.

Direction was given to the Village Administrator at the June 11, 2019 meeting to negotiate a contract for services with ECTA for Council review. The contract for Village services and actions that also benefits the region is for \$4,500 to be made in quarterly payments, after acceptance of the project quarterly report.

A funding source for the contract is not yet identified but can be included in future budget adjustment resolutions. For example, *Lodgers Tax as enacted by the state may be used for:*

- *collecting and administering the tax;*
- *establishing, operating, purchasing, constructing, otherwise acquiring real property or any interest in real property for the site of tourist-related facilities, attractions or transportation systems;*
- *advertising, publicizing and promoting tourist-related attractions, facilities and events;*
- *providing police and fire protection and sanitation service for tourist-related events, facilities and attractions;*
- *principal and interest on certain premiums due in connection with lodgers' tax revenue bonds;*
- *and other administrative functions.*

STAFF RECOMMENDATION: Approve the negotiated contract and payments of \$1,125 after acceptance of the quarterly reports, and seek funding for the contract from the Lodgers Tax Board.

PROFESSIONAL SERVICE AGREEMENT

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THIS AGREEMENT is made and entered into by and between the Village of Taos Ski Valley (VTSV) (the "Village") and Enchanted Circle Trails Association (the "Contractor"). The date of this Agreement shall be the date when it is executed by the local unit of government and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide trail system development, maintenance and promotion services for the Village of Taos Ski Valley, including but not limited to :

A. TRAIL DEVELOPMENT

1) Assist in the Coordination and development of new trail segments that have been prioritized by the Village and in the Enchanted Circle Trail Plan, including current priorities, listed below. Development can include, grant writing, coordination of design and engineering, ground truthing, and alignment confirmation.

- a) NM 150 from OBL to Arroyo Seco
- b) Horsethief Mesa (BLM)
- c) Rio Grande Trail segments (BLM and CNF)
- d) Talpa Traverse system (CNF)
- e) Amizette to Kachina Trail (VTSV)
- f) Bull of the Woods - Big Ditch Trail (CNF)
- g) NM 38 Questa to Red River Trail (Village of Questa, Town of Red River and CNF)
- h) Angel Fire motorized access clarification. (CNF)

2) Coordinate with VTSV Planning & Community Development Director and the Village Parks and Recreation Committee and with other

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private and public partners, on the collaborative development of Village trails, bikeways and pedestrian routes. This shall include regular attendance at Village meetings related to trails, as appropriate and presentation as appropriate at neighborhood meeting and assistance on trails, bikeway and pedestrian planning for public agency staff, committee member and other partners.

- 3) Work with Village staff to maximize connectivity and efficiency in the planning and implementation of the bicycle and pedestrian master plans.

B. TRAIL MAINTENANCE

- 1) Develop and Coordinate "Trail Master Training" to increase community trail maintenance skill sets such as trail design, construction, maintenance, erosion control etc. so that volunteers may acquire knowledge and skill related to sustainable trails maintenance, crew leader and safety training, first aid, relevant AASHTO requirements, right of way, liability issues, tools and mechanical resources, and alternative transportation planning.
- 2) Coordinate trail maintenance events twice annually incorporating community volunteers scheduled around National Public Lands Day and National Trails Day. Coordinate with appropriate VTSV staff and departments such as Public Works, Parks and Recreation, Planning, Engineering, Public Safety, Risk Management etc. to ensure all actions taken to provide the Services comply with applicable plans, policies and procedures. The Contractor will work closely with Village staff to coordinate stewardship activities within the Village, for example, the removal of trash and vegetation collected by volunteers during designated workdays.
- 3) Develop "Adopt a Trail" protocol to formalize a sponsorship and citizen-volunteer stewardship program. Recruit, organize and manage participating, businesses, community organizations and

community members to serve as trail stewards (volunteers who provide trail maintenance, vegetation management etc.).

C. TRAIL SYSTEM PROMOTION

- 1) Develop user group brochures (equestrian, cycles, hiking and motorized) for distribution Village wide.
- 2) Develop map orientated website for local and visitor trail orientation.
- 3) Provide input on trailhead, map kiosks, and directional signage needs and oversee installations as appropriate.
- 4) ~~Develop and promote at least one annual visitor trail event within VTSV~~

2. REPORTING

The Contractor will provide quarterly reports regarding work performed for the previous quarter via presentation and web site materials.

3. STANDARD OF PERFORMANCE: LICENSES

The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. COMPENSATION

The municipality shall pay to the Contractor after completion and acceptance of work reported quarterly in full payments of \$1,125 -for a total of at the beginning of the fiscal year, at the rate of \$4,500. For the 2020 fiscal year.

5. TERM AND EFFECTIVE DATE

This Agreement is for one (1) year with option to renew for an additional four (4) years, shall not exceed five (5) years and shall be effective when signed by the municipality and the Contractor, whichever occurs last, and shall terminate

on unless sooner pursuant to Article 6 below.

6. TERMINATION

This Agreement may be terminated by the municipality upon 30 days written notice to the Contractor.

The Contractor shall render a final report of the services performed up to the date of termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

The Contractor and its agents and employees are independent contractors performing professional services for the municipality and are not employees of the municipality. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of municipal vehicles, or any other benefits afforded to employees of the municipality as a result of this Agreement. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed. Attached require campaign contribution

form.

10. RELEASE

The Contractor and the Village, upon acceptance of final payment of the amount due under this Agreement, releases each other, their officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Village to any obligation not assumed herein by the Village unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. INSURANCE

The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Municipality, with limits of coverage in the maximum amount which the Municipality could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Municipality is named as an additional insured and that the Municipality is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the Municipality with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

12. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the Municipality from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

13. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Municipality and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Municipality and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Municipality, the Department of Finance and Administration, and the State Auditor.

16. APPLICABLE LAW: CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Village of Taos Ski Valley. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action

or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Village of Taos Ski Valley:	Enchanted Circle Trails Association
	PO Box 512
	Arroyo Hondo, New Mexico 87513

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Signature of North Central Regional Transit District Amended Intergovernmental Agreement

DATE: July 16, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

North Central Regional Transit District's (NCRTD) mission is to provide safe, secure and effective public transportation in North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options, and spur economic development throughout the region.

The North Central Regional Transit District (District) Board of Directors at their June 14, 2019 meeting voted to add the Village of Questa as a new member of the Board of Directors and amend Appendix "B" (Voting Strengths Analysis) of the Intergovernmental Contract (IGC). The modified IGC is changed to include the Village of Questa, and attached is updated Voting Strengths Analysis showing the change due to the addition of the new member. All other provisions of the IGC remain unchanged.

In order for the modification of the IGC to become effective, the District will need each member entity to execute their signature page and to return it to the NCRTD.

STAFF RECOMMENDATION: Staff recommends approval of signing the North Central Regional Transit District Amended Intergovernmental Agreement.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AMENDED INTERGOVERNMENTAL CONTRACT

**APPROVED
BY
NCRTD BOARD**

June 14th, 2019~~December 7th, 2018~~

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT**

By and among:

**VILLAGE OF CHAMA
TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
VILLAGE OF QUESTA
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
VILLAGE OF TAOS SKI VALLEY
AND
PUEBLO OF TESUQUE**

Dated as of June 14th, 2019~~December 7th, 2018~~.

**Providing for the creation and operation of
the “North Central Regional Transit District” as a Regional Transit District
pursuant to the New Mexico Regional Transit District Act,
Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)**

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**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT**

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT (hereinafter, this “Contract”) is entered into as of the date indicated on page 2 of this Contract by and among the **VILLAGE OF CHAMA, TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, VILLAGE OF QUESTA, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, VILLAGE OF TAOS SKI VALLEY AND PUEBLO OF TESUQUE.**

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the “Act”), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and

WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"*Board*" means the board of directors of a district;

"*Bond*" means a revenue bond;

"*Combination*" means two or more governmental units that exercise joint authority;

"*Commission*" means the New Mexico state transportation commission;

"*Construct*", "*Constructing*", or "*Construction*" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

"*District*" means a regional transit district that is a political subdivision of the state created pursuant to the Act;

"*Governmental Unit*" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;

"*Regional Transit System*" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and

"*Revenues*" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Boundaries*" means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article III, Section 3 hereof.

"*Contract*" means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.

“Director” means any person appointed as a Director pursuant to Article 4 hereof.

Whenever the person appointed as a Member’s Director pursuant to Article 4 hereof is absent from a Board meeting, the term “Director” shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

“Governing Body” means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

“Initial Boundaries” means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

“Initial Members” means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

“Member” means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

“NCRTD” is defined in the Recitals hereto.

“Officer” means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

“Official Designee” means any person appointed as an official designee, pursuant to Article VII hereof.

“Regional Transit Services” means the transit services described in Appendix D.

ARTICLE II

NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, “the District”).

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

- (a) Each Initial Member and new member has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and
- (b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.

The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, "Regional Transit Mobility Concept for the North Central Regional Transit District."

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

- (a) **Regional Transit Planning.** The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.
- (b) **Regional Transit Services.** The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.
- (c) **Contract Transit Services.** The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.
- (d) **Local Service.** The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District's service area.

ARTICLE III BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV CONTRACT

Section 4.01. Effective Date. The term of the original Contract began when the New Mexico State Transportation Commission certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.