



**VILLAGE COUNCIL SPECIAL MEETING
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, NOVEMBER 28, 2023 2:00 P.M.**

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. OLD BUSINESS**
 - A. Consideration to Approve the Agreement between the Village, North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during Ski Season**
- 5. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
- 6. ADJOURNMENT**

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village, North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during Ski Season

DATE: November 28, 2023

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 pursued a long-term agreement for Winter Service with the NCRTD, and a Memorandum of Agreement was drafted for the Village, Town and County to participate in with NCRTD programs and a multiyear agreement.

In order to provide service this winter, the NCRTD would like to have the agreement approved by the Council, so that they can start the recruitment process for seasonal drivers shortly after the agreement is approved.

STAFF RECOMMENDATION: Council can make a motion to approve the contract with an amendment to the bus route schedule to include stops in Amizette.

MEMORANDUM OF AGREEMENT

BETWEEN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

TAOS COUNTY, VILLAGE OF TAOS SKI VALLEY, AND TOWN OF TAOS
FOR CONTINUATION OF CONTRACT TRANSIT SERVICES

This Memorandum of Agreement (the “Agreement”) is entered into as of this _____ day of October, 2023, by and between the **North Central Regional Transit District** (“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 **Taos County** (“County”), a duly organized and incorporated county in the State of New Mexico, and the **Village of Taos Ski Valley** (“Village”), a duly incorporated municipality and the **Town of Taos** (“Town”) a duly incorporated municipality (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

RECITALS

WHEREAS, the County, Town and Village are member entities of the District; and

WHEREAS, the District is authorized to provide transportation services within the boundaries of the district, NMSA 1978, Section 73-25-6 (A) (10); and

WHEREAS, the Parties wish to provide bus service between the Town and the Village both of which are within the County; and

WHEREAS, the NCRTD has historically provided additional public transit services to the Village on a contractual basis with the Village and the District contracting for the costs of service; and

WHEREAS, the District now wishes to provided additional public transit services to the Village on a contractual basis with the Village, the Town, the County and the District contracting for the costs of service; and

WHEREAS, The Parties now wish to enter into a four year agreement to allow for the continuation of the service subject to the availability and appropriation of funds by the Parties; and

WHEREAS, The District has expressed the willingness to pay, one half of the total cost of the additional services; and

WHEREAS, The non-District Parties have agreed to split evenly the remaining fifty percent of the total cost of the additional services.

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

PART I: STATE AND LOCAL CONTRACT PROVISIONS.

1. **Services Provided by the NCRTD.** Subject to the availability of funds and the District's ability to hire and retain sufficient staff, The District will:
 - A. Provide bus service consistent with the transit schedule of the District as indicated on Exhibit A attached hereto and posted on the District's website. 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 may be altered, substituted, or reduced in the future if 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 Town and Ski Valley equivalent to the FY2023 service. Nothing herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing, by mutual agreement among them, to additional or modified services during the term of this Agreement.
 - B. The District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow or other road conditions are such that the operation of District vehicles and the delivery of the service are not 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 the additional services.
3. **Term of Service.** The term of this Agreement shall be for four years beginning with the 2023-2024 ski season through the 2027-2028 ski season. The District shall provide District buses, personnel, and related services as necessary to provide the service for a term of four years. For the 2023-2024 ski season the District shall provide transit service from December 16, 2023, through March 24, 2024. The Parties may by mutual agreement adjust the service period from year to year based upon the ski season for future years.
4. **Compensation to the District.** The Non-District Parties agree to pay the total sum of **\$98,350.00** for the FY2024 services within thirty (30) days of receipt of an invoice from the District as full payment of the cost of service for FY24. In the event the service is continued or expanded the non-District Parties agree to pay in the same proportion as set for FY 2024. All payments shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532.
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 off and pick up locations designated by the District against

any and all private parties that could possibly act so as to impair the delivery of the service including but not limited to Taos Ski Valley, Inc.

6. **Appropriations and Authorizations.** This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the Parties' respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. This Agreement is contingent upon continuing appropriations being available for the continuation of service beyond State of New Mexico Fiscal Year 2024. Furthermore, it is the express understanding of the Parties that all services are contingent upon federal appropriations for the services and that the District shall not be liable for the costs or delivery of services that are not federally funded.
7. **Termination.** This Agreement may be terminated upon 30 days prior written notice, by any Party, with or without cause. Termination shall be by written notice to the other Parties by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by any Party shall be effective upon the date of receipt. However, no 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, unless the other non-District parties agree to meet the obligations of the terminating Party so as to provide for continuation of service. If any Non-District Party terminates this contract prior to a payment date the Non-District Party 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 any Party prior to the effective date of termination.
8. **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.
9. **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.
10. **Amendment(s) to this Agreement.** This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all Parties. It is anticipated that the Parties will agree to specific service periods and payment amounts for those service periods from year to year over the course of the four-year term of this Agreement. Said service periods and payment amounts may be agreed to in writing by the executive officers of the Parties if their respective governing bodies appropriate the funds to continue or expand the services and payments under this Agreement.
11. **Applicable Law and Venue; Federal Changes.** The Parties shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current

year's Master Agreement by FTA. When there is a conflict among federal, state, and local requirements, federal requirements prevail. Federal requirements may change, and any changes in federal requirements will apply. The Parties shall make as part of this Agreement the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

12. **Illegal Acts.** Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for any 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.
13. **New Mexico Tort Claims Act.:** As between the Parties, no Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

PART II: FEDERAL CLAUSES AND RESTRICTIONS

The Parties acknowledge and agree that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that County has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

- A. All requirements of the FTA funding program whether express or implied.
- B. Federal Funds received by the NCRTD shall be used solely for activities described in this Agreement.
- C. Federal Funds shall only be allocated for payment of eligible costs and as detailed in 2 CFR 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and Executive Order 12372.

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

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:



Dennis Tim Salazar, Chair

11/3/23

Date Signed

COUNTY OF TAOS:

Name: _____

Title: _____

Date Signed

VILLAGE OF TAOS SKI VALLEY:

Tom Wittman, Mayor Pro Tem

Date Signed

Attest: _____
Ann Marie Wooldridge, Village Clerk

APPROVED AS TO FORM:

Village Attorney:

Date Signed

TOWN OF TAOS:

Name: _____

Title: _____

Date Signed

APPROVED AS TO FORM:



Peter Dwyer, District Counsel



Date Signed

