



**AGENDA**  
**July 9, 2013**  
**Regular Meeting**

**Town Council Chambers - 120 Civic Plaza Drive**  
**6:30 PM**

---

**1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. APPROVAL OF MINUTES**

A. June 11, 2013 Regular Meeting Minutes

B. June 25, 2013 Regular Meeting Minutes

**6. AWARDS AND RECOGNITIONS**

A. Recognition

The Mayor and Town Council will recognize Taos Wal-Mart Store Manager, Daniel Steel, and the following establishments Albertsons, Smiths, Super Save and Walgreens for addressing government officials concerns on the sale of fireworks during the current high fire risk conditions.

**7. CITIZENS FORUM - Citizens wishing to speak shall limit their comments to 5 minutes or less at the Mayor's discretion. No action may be taken.**

**8. MATTERS FROM STAFF**

A. Presentation by Karel Dunning-Mirabal of Taos County Juvenile Justice Program

Karel Dunning-Mirabal, Program Coordinator for Taos County Juvenile Justice Program, will give a brief presentation regarding the program and

how it services the community.

**B. Grant Agreement with New Mexico Children, Youth and Families Department**

Consideration and approval to accept grant agreement No. 14-690-16398 from the New Mexico Children, Youth and Families Department in the amount of \$134,000, and authorization for the Mayor to enter into a grant agreement. This grant will be used for operations of the Taos County Juvenile Justice Program from July 1, 2013 through June 20, 2014. The Town of Taos will act as the fiscal agent.

**C. Approval of Lodger's Tax Agreed Upon Procedures FY 2011-2012**

Review and approval of the Lodger's Tax Agreed Upon Procedures Lodger's Tax receipts collected and remitted to the Town of Taos for FY 2011-2012 prepared by Accounting and Consulting Group. This report is prepared in accordance with Town Code Chapter 4.12.150 - Lodgers Tax Audits and NMSA 1978 Section 3-38-14 - Lodger's Tax Act which requires audits of vendors in municipalities that collect in excess of \$250,000 in occupancy tax.

**D. Convention Center Repurposing**

Request approval to stop accepting reservations for Rio Grande Hall and Bataan Hall as of January 1, 2014 in conjunction with repurposing those facilities.

**E. Proposed Water Conservation Ordinance**

Recommendations by the Town Manager regarding water conservation during drought conditions.

**9. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

**A. Airport Advisory Board Appointment**

Appointment of Mark Fratrack to the Airport Advisory Board (AAB) to replace resigning member John Hillyard for the remainder of Mr. Hillyard's term in accordance with Town Code 2.12. Term will expire in October, 2013.

**B. Executive Session**

The Council will adjourn to go into Executive Session to discuss limited personnel matters in regards to the employment agreements for the Town Manager and Town Attorney, pursuant to NMSA 1978 10-15-1-H (2). Action to follow.

**C. Employment Agreements**

Consideration and possible approval of amendments to the Town Manager's and Town Attorney's employment agreements.

**10. ADJOURNMENT**

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*

- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at least 24 hours in advance.*
- *For copies of this agenda please pick-up at Town Hall. You may also view the agenda and the agenda packet at <http://public.taosgov.com/>.*



**July 9, 2013**

---

**Title:**

June 11, 2013 Regular Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

Click to download

 [Minutes](#)



**MINUTES  
June 11, 2013  
Regular Meeting**

**Town Council Chambers - 120 Civic Plaza Drive  
6:30 PM**

Page 5

**1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**

**The Regular Meeting of the Taos Town Council was called to order by  
the Honorable Mayor Darren M. Cordova at 6:35 p.m.**

**2. ROLL CALL**

**Ms. Renee Lucero, Town Clerk, called roll and a quorum was  
present.**

**Those present were:**

Mayor, Darren M. Cordova  
Mayor Pro Tem, Andrew T. Gonzales  
Councilmember, Rudy C. Abeyta  
Councilmember, Frederick A. Peralta  
Youth Councilmember, Michael Landgraf

**Also present were:**

Town Manager, Oscar Rodriguez  
Assistant Town Manager, Abigail Adame  
Town Attorney, C. Brian James  
Town Clerk, Renee Lucero

**Absent was:**

Councilmember, Michael A. Silva

**3. PLEDGE OF ALLEGIANCE**

**Councilmember Gonzales led the audience in the Pledge of  
Allegiance.**

1  
2 4. APPROVAL OF AGENDA  
3

4 **Councilmember Abeyta made a motion to approve. Councilmember**  
5 **Gonzales seconded the motion. The motion was Passed. Those**  
6 **voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

7 5. APPROVAL OF MINUTES  
8

9 A. May 14, 2013 Regular Meeting Minutes

10 Item Result: Approved

11 **Councilmember Abeyta made a motion to approve. Councilmember**  
12 **Gonzales seconded the motion. The motion was Passed. Those**  
13 **voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

14 B. May 20, 2013 Special Meeting Minutes

15 Item Result: Approved

16 **Councilmember Gonzales made a motion to approve. Councilmember**  
17 **Abeyta seconded the motion. The motion was Passed. Those voting**  
18 **AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

19 6. AWARDS AND RECOGNITIONS  
20

21 A. Retirement Proclamation

22 The Mayor and the Town Council recognized George Jaramillo for  
23 his service to the Town of Taos. George retired effective June 1,  
24 2013. His dedicated service as Library Director for the past 5  
25 years 5 months is greatly appreciated.

26 B. Recognition of Newly Appointed Department Heads

27 The Mayor and Town Council recognized the following employees  
28 who have recently been appointed by the Town Manager as  
29 Department Heads for the Town of Taos:

- 30
- 31 • Leroy Gonzales, Fire Chief - appointed on May 18, 2013
  - 32 • Shirley Fernandez, Library Director - appointed on June 1,
  - 33 2013
- 34

35 7. CITIZENS FORUM  
36

37 A. The following individuals spoke during Citizens Forum:

- 38
- 39 • Melissa Surfing
  - 40 • Jeff Northrup
  - 41 • Jeannie Moretti
  - 42 • Yamuna Devi and Liz Fox
  - 43 • Stephens Hall
  - 44 • Jeanne Greene

- Marilyn Hoff

## 8. CONSENT AGENDA

### A. Contract TT- 13-241 with Northern Mountain Constructors

Contract TT-13-241 with Northern Mountain Constructors Inc., in the amount of \$491,560.64 exclusive of applicable taxes for the construction of Old Talpa Cañon Road. The bid opening was held on May 8, 2013 at 2:00 p.m.

### B. Contracts for Construction Materials and Services

Consideration and possible approval for the award of contracts for road and construction materials to be provided by multiple contractors and suppliers. Bidders are as follows: RL Leeder, S&S Concrete, Northern Mountain Constructors Inc., and A&S Construction.

### C. Resolution 13-01A Amending Open Meetings Resolution

Consideration and possible approval of Resolution 13-01A; Open Meetings Resolution. Due to changes in the Open Meetings Act by the 2013 New Mexico State Legislature, agendas may be amended seventy-two hours prior to a meeting, instead of twenty-four hours prior to a meeting as stated in the current resolution.

Item Result:

Approved

**Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

## 9. MATTERS FROM STAFF

### A. Presentation by Regional Coalition of LANL Communities

Regional Coalition of LANL (Los Alamos National Laboratories) Communities provided a PowerPoint presentation regarding various topics such as major milestones, economic development, and Federal and State Legislative outreach and membership.

DeAnza Sapien, Executive Director, explained that the Regional Coalition of LANL Communities is comprised of eight entities including cities, counties and pueblos. She reviewed the priorities of the Regional Coalition which include environmental remediation, regional economic development, site employment, and ensuring consistent federal funding for LANL. She also reviewed LANL'S investment in Taos County.

Mayor Cordova thanked Ms. Sapien for her informative presentation. Youth Councilmember Landgraf thanked Ms. Sapien for the scholarships that are given to the youth and for supporting youth in Taos.

### B. Presentation by Armstrong Consultants, Inc.

Armstrong Consultants presented an update on tasks that have

1 been accomplished on Taos Regional Airport's Runway 12/30  
2 Design Phase 1, which will bring the design to 30% completion.  
3 Armstrong Consultants will also outline the tasks in Design Phase  
4 2 which will bring the design from 30% to 100% completion.  
5

6 Michael Garcia, Engineer with Armstrong Consultants, Inc., stated the new  
7 runway has been approved by Federal Aviation Administration and State  
8 Aviation Division. He further stated the construction phase will take  
9 place from October 1, 2013 through September 30, 2014.

10 C. Contract TT-14-13 with Engineers Inc.

11 Consideration and possible approval of Contract TT-14-13 with  
12 Engineers Inc, for general engineering service for public works  
13 projects which would be under the threshold of \$60,000.00 per  
14 project; each project will be a stand-alone project. A task order will  
15 be issued for each project and will be supported out of each  
16 respective budget.

17 Item Result: Approved

18 Mr. Rodriguez explained this contract is for general engineering services  
19 for public works projects at a threshold of \$60,000 per project. He also  
20 stated each project will be a stand-alone project. Furthermore, Mr.  
21 Rodriguez stated his goal is to streamline public works projects by  
22 contracting with one engineer, saving time and money.  
23

24 **Councilmember Gonzales made a motion to approve. Councilmember**  
25 **Abeyta seconded the motion. The motion was Passed. Those voting**  
26 **AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

27 D. Resolution 13-34 Budget Adjustment Request

28 Consideration and possible approval of Resolution 13-34; Budget  
29 Adjustment Request to various budgets to cover the one-time lump  
30 sum benefit. The total increase in expenditures for General Fund  
31 will be \$80,698; in Special Revenue Funds the increase will be  
32 \$16,094 and in the Enterprise Funds the increase will be \$14,343.

33 Item Result: Approved

34 Mr. Rodriguez stated this resolution is being presented pursuant to the  
35 Council's direction to provide a one-time lump sum benefit to Town  
36 employees. He explained this resolution authorizes the use of funds  
37 for said purpose.  
38

39 **Councilmember Gonzales made a motion to approve. Councilmember**  
40 **Peralta seconded the motion. The motion was Passed. Those voting**  
41 **AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

42 E. Debriefing of Mumford and Sons Concert

43 Town staff gave a debriefing of the Mumford and Sons Concert  
44



which took place at Kit Carson Park on June 6, 2013.

Mr. Rodriguez briefed the Council on the Mumford and Son's concert which took place at Kit Carson Park on June 6, 2013. He explained approximately 8,000 visitors came to Taos for the concert and left with a very memorable impression of Taos. He further stated the Police and Fire Departments received calls for very few incidents, none of them serious. Additionally, Mr. Rodriguez stated the Town spent approximately \$17,000 on the event in overtime and other expenses; however, the revenue that is expected to be generated through Lodgers' Tax and Gross Receipts Tax will greatly outweigh the expenditures. He thanked all who were involved and especially to Taos Solar Music Festival for bringing a world renowned band to Taos!

Mayor Cordova thanked Mr. Rodriguez for leading this effort and ensuring that all tasks were efficiently carried out. He stated this turned out to be a phenomenal success and he is so proud to be the Mayor of Taos. He emphasized that Mumford and Son's chose Taos as a venue because of the beauty and scenery Taos has to offer.

The Councilmembers also thanked staff for their hard work and for doing so in such a professional manner.

John Abeln, President of Taos County Lodgers' Association, stated Taos needs to continue supporting cultural events. He further stated perhaps a committee can be created to handle such events.

**F. Resolution 13-33 Authorizing a One-Time Lump Sum Benefit**

Consideration and possible approved of Resolution 13-33; Authorizing a Fiscal Year ending 2013 earned payment to specified employees of the Town of Taos for attendance at and completion of safety training. This includes an earned benefit payment in the amount of \$650 inclusive of taxes to be paid to each regular full-time employee and \$325 inclusive of taxes to be paid to each regular part-time employee.

Item Result:

Approved

**Councilmember Gonzales made a motion to approve. Councilmember Peralta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta.**

**10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

**A. Ancianos Senior Center**

Discussion ensued regarding compliance issues at Ancianos Senior Center. The Town has been notified that Ancianos has been placed on a

1  
2 probation status from the State of New Mexico due to some questionable  
3 practices. Considering that Anciano's receives funding from the Town on a  
4 yearly basis, the Mayor and Council discussed sending a letter to Ancianos  
5 informing them that the funding will be jeopardized if they do not come into  
6 compliance and change their practices.

7  
8 **11. EXECUTIVE SESSION**

9 Management Performance Evaluation

10 **Councilmember Peralta made a motion to go into Executive Session**  
11 **to discuss limited personnel matters relating to the Town Manager's**  
12 **performance evaluation, pursuant to NMSA 1978 10-15-1-H(2).**

13  
14 **Councilmember Gonzales seconded the motion. The motion was**  
15 **Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales,**  
16 **and Peralta.**

17  
18 **At 9:00 p.m., Councilmember Abeyta made a motion to come out of**  
19 **Executive Session and stated discussion in the Executive Session**  
20 **was limited to the item as it was called for. Councilmember Gonzales**  
21 **seconded the motion. The motion was Passed. Those voting AYE**  
22 **were: Councilmembers: Abeyta, Gonzales, and Peralta.**

23  
24 **12. ADJOURNMENT**

25 **A motion was made by Councilmember Abeyta and seconded**  
26 **by Councilmember Gonzales to adjourn the meeting. The motion**  
27 **carried unanimously and the meeting adjourned at 9:01 p.m.**  
28  
29  
30  
31

32 **APPROVED:**  
33  
34

35 \_\_\_\_\_  
36 **Darren M. Cordova, Mayor**  
37

38  
39 **ATTEST:**  
40  
41

42 \_\_\_\_\_  
43 **Renee Lucero, Town Clerk**  
44

1        *PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,*  
2        *however, only Regular Town Council Meetings and some Special Town Council*  
3        *Meetings, with controversial issues, are video recorded. Copies are available upon*  
4        *request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)*  
5        *at a fee of \$5.00 for audio and video recordings. Additionally, video recordings can be*  
6        *viewed at [www.mediataos.org](http://www.mediataos.org). You may also view agendas, agenda packets, and*  
7        *minutes at <http://public.taosgov.com/>.*  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44



**July 9, 2013**

---

**Title:**

June 25, 2013 Regular Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

Click to download

 [Minutes](#)



**MINUTES**  
**June 25, 2013**  
**Regular Meeting**

**Town Council Chambers - 120 Civic Plaza Drive**  
**6:30 PM**

Page 13

**1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**

**The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 6:35 p.m.**

**2. ROLL CALL**

**Ms. Renee Lucero, Town Clerk, called roll and a quorum was present.**

**Those present were:**

Mayor, Darren M. Cordova  
Mayor Pro Tem, Andrew T. Gonzales  
Councilmember, Rudy C. Abeyta  
Councilmember, Michael A. Silva  
Councilmember, Frederick A. Peralta  
Youth Councilmember, Michael Landgraf

**Also present were:**

Town Manager, Oscar Rodriguez  
Assistant Town Manager, Abigail Adame  
Town Attorney, C. Brian James  
Town Clerk, Renee Lucero

**3. PLEDGE OF ALLEGIANCE**

**Councilmember Silva led the audience in the Pledge of Allegiance.**

**4. APPROVAL OF AGENDA**

**Councilmember Gonzales made a motion to approve. Councilmember Abeyta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

## 5. APPROVAL OF MINUTES

### A. May 28, 2013 Regular Meeting Minutes

Item Result: Approved

**Councilmember Gonzales made a motion to approve. Councilmember Silva seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

## 6. AWARDS AND RECOGNITIONS

### A. Patrol Officer Commissions

- Commission by Mayor Cordova of Jose Ted Garcia as a Patrol Officer for the Town of Taos. Officer Garcia graduated from the New Mexico Department of Public Safety Academy on June 14, 2013; he is now a Certified Police Officer in the State of New Mexico.
- The following employees were hired as Certified Patrol Officers for the Town of Taos within the past three months and sworn in at the time of hire. Mayor Cordova presented them with their commission plaque.
  - Officer Jani Davis - effective March 21, 2013
  - Officer Jacob Montez - effective April 16, 2013

## 7. CITIZENS FORUM

### A. The following individuals spoke during Citizens Forum:

- Paul Figueroa
- Jeff Northrup

## 8. MATTERS FROM STAFF

### A. Financial Update

Presentation of the monthly financial report for the period ending May 31, 2013.

Marietta Fambro, Finance Director, reported that during the month of May, the Town received 8.55% more in revenues than this time last year. She also stated March's revenues were also substantially higher than March of last year; therefore, instead of the 6% decrease that was estimated in October, 2012, the projection is now a 2.5% decrease. In addition, Ms.

Fambro stated the Town is expected to have a 40 day reserve on balance.

**B. Arts and Cultural District Contract**

Discussion regarding the Arts and Cultural District contract.

Mr. Rodriguez discussed the options available to the Town to contract with the Arts & Cultural District (ACD). He stated the Town could either sole source the contract or put out a Request for Proposals (RFP) for services. He further explained that the Town has contracted with the ACD Coordinator for the past five years for enhanced economic development and revitalization within the Taos ACD, a special district designated by the State of New Mexico Economic Development Department. Mr. Rodriguez stated he is currently unsatisfied with the services that are being provided and he does not want the Town to continue budgeting funds for the ACD without a business plan and assurance that the ACD will become self-sustaining.

Matthew Foster, Chairman of the Arts and Cultural District Board of Directors, explained the wide variety of partnerships that are available. Councilmember Gonzales asked how the in-kind match for the funding will be measured. Mr. Foster described many ways to generate the in-kind match. He thanked the Town for their continued support of the ACD by adopting resolutions and contracting with the Coordinator.

Mayor Cordova stated this was one of the projects that he was very proud to support five years ago when he went to the state to request funding for the program. He clarified the bottom line is that the ACD needs to set some clear goals and objectives with quantifiable and measurable results, which will ensure that the Town's investment is protected. Furthermore, he stated there seems to be some divisiveness and communication problems between the Coordinator and Town staff.

Mr. James stated the Town has a local policy not to accept sole source contracts as he does not believe that only one group can provide this service.

The Town Council expressed their desire that they want to ensure that the partnership with the ACD continues to grow in order to promote the arts and history of Taos. They also expressed that their intent is to see greater private sector contributions to the partnership and for the ACD to improve communication with Town staff.

Mayor Cordova directed Mr. Rodriguez and Mr. James to continue evaluating the options and bring back a recommendation as to how to proceed.

C. Proposed Water Conservation Ordinance

Presentation from the Town Manager regarding water conservation during drought conditions.

Due to the severe drought the Town has faced during the past few years, Mr. Rodriguez discussed water conservation. He explained that the City of Las Vegas had passed one of the most recent water conservation ordinances that may be helpful for the Council to look at. He believes Las Vegas' approach to emergency water conservation should be considered by the Council, since it focuses on outlining permanent consumption of water rather than interim measures. As a result, he stated Las Vegas has achieved a per capita consumption of about 1/3 less than the average New Mexican. The Mayor and Council directed Mr. Rodriguez to continue his research and bring back a recommendation on July 9, 2013. An ordinance will then be drafted based on the Council's direction

D. Update Regarding Central Communications

Update regarding the relocation of Central Communications to the new Emergency Central Communications Center located at 1146 Gusdorf Road.

Ms. Adame and Eric Caddy, Project Manager with L.R. Kimball, gave an update regarding the relocation of Central Communications to the new Emergency Central Communications Center on Gusdorf Road. Mr. Caddy explained the goal is to relocate the five call taking positions from Civic Plaza Drive to Gusdorf Road; migrate all call taking and dispatch operations to ensure that dispatch services are not interrupted; and focus on operational call taking being established at the new facility by July 31, 2013. Ms. Adame assured the Council that all tasks are being completed as scheduled.

E. Contract for Taos Central Dispatch Relocation

Consideration and possible approval of Contract TT-13-258 with Advanced Communications and Electronics, Inc. for the relocation of Taos Central Dispatch. Contract amount is not to exceed \$80,000.00 inclusive of Gross Receipts Tax due to pending finalization of the contract.

Item Result:

Approved

**Councilmember Gonzales made a motion to approve. Councilmember Silva seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Silva, Peralta.**

9. PUBLIC HEARINGS



A. Ordinance 13-10 Transferring Two Lots in the Chamisa Verde Subdivision

Consideration and possible approval of Ordinance 13-10 authorizing the transfer of two lots in the Chamisa Verde Subdivision to Habitat for Humanity of Taos for the purposes of constructing affordable housing pursuant to the Town of Taos Affordable Housing Program.

Item Result: Approved

**Public Opinion**

Mayor Cordova opened the public hearing. No one came forward.

After closing the public hearing, Mayor Cordova asked for questions from the Council.

**Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

Mr. James stated these transfers are in pursuit of the Town's affordable housing goals and represent two infill lots in the Chamisa Verde Subdivision. He further stated all of the infill lots in the Chamisa Verde Subdivision were the subject of an RFP issued by the Town. Additionally, he stated the sole response came from Habitat for Humanity of Taos and staff deemed the submittal as responsive to the RFP.

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Fireworks

Discussion ensued regarding the Mayor and Council's concerns regarding the vendor selling fireworks from the Wal Mart parking lot despite the dry and windy conditions. Unfortunately, the Town does not have the jurisdiction to prohibit the sale of fireworks; however, Mayor Cordova indicated the vendor will receive a letter from Town and County officials requesting that they voluntarily cease the sale of fireworks due to the extreme drought conditions. Albertson's, Wal Mart, and Smith's have all received permits to sell fireworks in their stores, yet managers from Wal Mart and Smith's have indicated they will not sell them. Mayor Cordova thanked these managers for their support and requested that Albertson's not sell them as well. The Mayor and Council urged all citizens to refrain from using fireworks as it takes just one incident to create a major disaster.

1  
2  
3 Mr. Rodriguez stated he plans to send a letter to the newspaper's editor  
4 explaining that the Town's Independence Day Fireworks Show is a fire  
5 prevention measure, although the dry weather is forcing firefighting officials  
6 to check conditions until the morning of July 4th before deciding whether  
7 the show will go on.  
8

9 11. EXECUTIVE SESSION

10 Management Performance Evaluations

11 **Councilmember Peralta made a motion to go into Executive**  
12 **Session to discuss limited personnel matters in regards to the**  
13 **performance evaluation for the Town Manager and Town Attorney,**  
14 **pursuant to NMSA 1978 10-15-1-H(2).**  
15

16 **Councilmember Gonzales seconded the motion. The motion was**  
17 **Passed. Those voting AYE were: Councilmembers: Abeyta, Gonzales,**  
18 **Peralta, Silva.**

19 *(Councilmember Abeyta left the meeting prior to going into Executive*  
20 *Session; however, he submitted his completed evaluation of the*  
21 *Town Manager and Town Attorney to the Mayor)*  
22

23 **At 11:10 p.m., Councilmember Silva made a motion to come out of**  
24 **Executive Session and stated discussion in the Executive Session**  
25 **was limited to the item as it was called for. Councilmember**  
26 **Gonzales seconded the motion. The motion was Passed. Those**  
27 **voting AYE were: Councilmembers: Gonzales, Peralta, Silva.**  
28

29 12. ADJOURNMENT

30 **A motion was made by Councilmember Gonzales and seconded**  
31 **by Councilmember Silva to adjourn the meeting. The motion carried**  
32 **unanimously and the meeting adjourned at 11:10 p.m.**  
33  
34

35 APPROVED:  
36  
37

38  
39 \_\_\_\_\_  
40 Darren M. Cordova, Mayor  
41  
42  
43  
44

1  
2 ATTEST:  
3  
4

5 \_\_\_\_\_  
6 Renee Lucero, Town Clerk  
7

8 *PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,*  
9 *however, only Regular Town Council Meetings and some Special Town Council*  
10 *Meetings, with controversial issues, are video recorded. Copies are available upon*  
11 *request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)*  
12 *at a fee of \$5.00 for audio and video recordings. Additionally, video recordings can be*  
13 *viewed at [www.mediataos.org](http://www.mediataos.org). You may also view agendas, agenda packets, and*  
14 *minutes at <http://public.taosgov.com/>.*  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44



**July 9, 2013**

---

**Title:**

Recognition

**Summary:**

The Mayor and Town Council will recognize Taos Wal-Mart Store Manager, Daniel Steel, and the following establishments Albertsons, Smiths, Super Save and Walgreens for addressing government officials concerns on the sale of fireworks during the current high fire risk conditions.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 9, 2013**

---

**Title:**

Presentation by Karel Dunning-Mirabal of Taos County Juvenile Justice Program

**Summary:**

Karel Dunning-Mirabal, Program Coordinator for Taos County Juvenile Justice Program, will give a brief presentation regarding the program and how it services the community.

**Background:**

Karel will have the presentation available at the meeting.

Submitted by Marietta Fambro, Finance Director

**Attachments:**

[Click to download](#)

No Attachments Available



**July 9, 2013**

---

**Title:**

Grant Agreement with New Mexico Children, Youth and Families Department

**Summary:**

Consideration and approval to accept grant agreement No. 14-690-16398 from the New Mexico Children, Youth and Families Department in the amount of \$134,000, and authorization for the Mayor to enter into a grant agreement. This grant will be used for operations of the Taos County Juvenile Justice Program from July 1, 2013 through June 20, 2014. The Town of Taos will act as the fiscal agent.

**Background:**

The Town has acted as the fiscal agent for ten years starting in 2001 with a skip in years when Taos County was the fiscal agent. The program is a vital part of our community in non-secure alternatives to detention in the Town of Taos for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral.

Submitted by Marietta Fambro (with Miranda Quintana, Grants Administrator/Writer)

**Attachments:**

Click to download

📎 [Grant Agreement No. 14-690-16398 with CYFD](#)

## AGREEMENT

**THIS AGREEMENT, # 14-690-16398** is entered into by and between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and **Town of Taos**, a government entity, hereinafter referred to as the "Contractor."

**WHEREAS**, the Agency is the state agency designated to receive and administer state funds to provide funding for a continuum of graduated sanction and alternative to detention services to juvenile offenders.

**WHEREAS**, the Agency desires to engage and the Contractor is willing to provide certain portions of the Agency's program.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

### **I. Period of Agreement**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2014**, unless terminated pursuant to Article VI, *infra*.

### **II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "Attachment 1 – Statement of Work" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

### **III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred thirty four thousand dollars (**\$134,000.00**). The annual budget is attached hereto as "Attachment 2 - Budget" and incorporated herein by reference.

### **IV. Payment**

The Agency shall make monthly payments to the Contractor for services and costs specified in Attachment 2. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within thirty (30) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

**V. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

**VI. Termination of Agreement**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

Page 24

**VII. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

**VIII. Maintenance of Records**

The Agency shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3, Administrative and Fiscal Standards**, unless the Contractor demonstrates in writing, with written approval from CYFD, that any specific standard is inapplicable to such Contractor.

**IX. 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 Agency.

**X. Amendments**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.



**XI. Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

**XII. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement.

**XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

**XV. Execution of Documents**

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

**XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval *by the CYFD Secretary or Designee*. No such subcontract shall relieve the primary Contractor from *any* obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. *Contractor must notify subcontractors that they are subject to Section 19 Records and Financial Audit of this agreement.*

**XVII. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor

assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **XVIII. Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

#### **XIX. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **XX. Background Checks**

CYFD Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The Contractor must submit to CYFD Background

Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

**XXI. Non-Discrimination Federal Law.**

The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, *See also* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

Page 27

**XXII. Non Retaliation.**

In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

**XXIII. Referral of Discrimination Complaints to CYFD.**

In addition to any other procedures or policies the Contractor may have for addressing discrimination complaints, the Contractor shall also establish a policy requiring that complaints of discrimination in violation of state or federal non discrimination statutes against the Contractor or its subcontractors from clients, beneficiaries, employees or applicants for employment are reported to the CYFD Program Manager for this contract, no later than seven (7) days after receipt of such discrimination complaint.

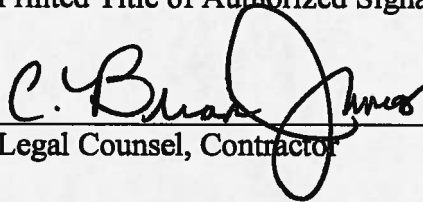
IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

  
\_\_\_\_\_  
Legal Counsel, Contractor

Date: 6/30/13

Page 28

Agency

\_\_\_\_\_  
Secretary or Designee, Agency

Date: \_\_\_\_\_

Approved as to legal form and sufficiency.

\_\_\_\_\_  
Office of General Counsel, Agency

Date: \_\_\_\_\_

**Attachment 1 – Statement of Work**  
**Town of Taos**

**Purpose:**

1. The purpose of this Agreement is to establish a continuum of cost effective services and temporary, non-secure alternatives to detention in the Town of Taos for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral.
2. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
3. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
4. To increase the emphasis on prevention and early intervention in juvenile justice services.

**Goals:**

1. To improve the Juvenile Justice System through a juvenile justice continuum of services
2. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

**Outcomes:**

“Outcomes” are defined as performance results for a specific program’s clients and customers. The necessity for setting Outcome targets in contracts is required of all state Departments by the N.M. Governmental Accountability Act. The activities and tasks described in this Statement of Work are intended to yield the following Outcomes:

**Project Performance Measures:**

Within the context of the “Continuum of programs and services” identified in this Statement of Work, the following project outputs and outcomes shall be documented; additional performance measures may be requested by the Agency.

1. **ICM: Reduce recidivism of juvenile offenders through the use of alternative to detention programs associated with the County’s intensive community monitoring.**

**Performance Measures**

**Outputs:**

- a. Grant funds awarded for these programs.
- b. Use of a ‘best practice’ model (y/n).
- c. Number of program youth served.

**Outcomes:**

- a. The number and percentage of juveniles who re-offend while participating programs or who re-offend within (90) days of completing the program.
- b. Number and percent of program youth completing program requirements.
- c. A cost analysis of savings to the Contractor that can be attributed to the programs.
- d. Other performance measures as requested by Agency.

**2. Restorative Justice: Establish and maintain a restorative justice program serving juvenile offenders in Taos County.**

**Performance Measures**

**Outputs:**

- a. Amount of grant funds allocated to restorative justice programming.
- b. The number and percent of times restorative justice is part of case dispositions of juvenile offenders.
- c. The number and percent of youth to participate in any of the following: victim offender mediation/dialogue, family group conferencing, peacemaking circles, restitution, personal services to victims, community services, apologies, victim/community impact panels, community/neighborhood impact statements, victim empathy groups/classes.

**Outcomes:**

- a. Number and percent of youth to successfully complete their restorative justice requirements.
- b. Number and percent of crime victims to participate in restorative justice programming.
- c. The number and percentage of juveniles who re-offend while participating in the programs or who re-offend within (90) days of completing the program.
- d. A cost analysis of savings to the county that can be attributed to the programs.
- e. Other performance measures as requested by Agency.

**3. Learning Lab: Reduce recidivism of juvenile offenders through the use of alternative to detention programs associated with the 'Learning Lab.'**

**Performance Measures**

**Outputs:**

- a. The amount of funds allocated and spent during the current contract year;
- b. The Number of Program youth served.
- c. Use of best practice model.

**Outcomes:**

- a. The number and percentage of youth completing program requirements and;
- b. The number and percentage of program youth who re-offend either while in the program, within (30) days of completing the program or within (90) days of completing the program.
- c. Other performance measures as requested by Agency.

**4. Gang Resistance is Paramount (G.R.I.P.): Office of Juvenile Justice and Delinquency Prevention (OJJDP) model gang intervention program/curricula to address prevention of gang youth activity.**

**Performance Measures**

- a. Change in participants ideas about gangs and the effect on themselves and their community will be measured by a pre-test and post-test.

- b. Increase in school and community awareness of the effects of positive youth development activities.
- c. Increase in the number of elementary students who have mentors.
- d. Number of referrals to JPPO that involve gang activity will be documented on an annual basis.
- e. Document the number served, race, ethnicity, gender, and immigrant status of youth processed.
- f. Document the number and percent of program youth exhibiting desired change in targeted behaviors: substance abuse; antisocial behaviors; family relationships; social competencies; improved GPA's.
- g. The use of a best practice model.
- h. Development of a long term data tracking system that will gather juvenile arrest data in communities where this gang related project is implemented, including but not limited to offense, age, ethnicity, immigrant status, race and gender demographics.
- i. Other performance measures as determined by the Agency.

5. **Girl's Circle:** Female juvenile offenders referred by the JPPO to the 'Girls Circle' program shall participate and complete the requirements of the program. The successful progress of the program will be determined by documenting the following:

**Performance Measures**

**Outputs:**

- a) Grant funds awarded for the program/services.
- b) Use of best practice model (y/n).
- c) Number of program youth served.
- d) Number and percent of program youth who re-offend while in program and within ninety (90) days of leaving the program.

**Outcomes:**

- a) Number and percent of program youth who exhibit desired change in target behaviors (substance use, self-esteem, body image, family relationships and perception of social support).
- b) Number and percent of program youth completing program requirements.
- c) Other performance measures as requested by Agency.

**Activities**

**The Contractor Shall:**

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Taos County Juvenile Justice Board" (TCJJB), as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7 (E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the Board. The TCJJB will:

1. Continue to develop and improve the 'Comprehensive Strategy Plan' for juvenile justice and detention reform in the Town of Taos and Taos County.
2. Set policy for the Comprehensive Strategy Plan and the activities supported under



this Agreement.

3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Statement of Work.
4. Provide oversight for the programs/services identified in the Statement of Work.
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers.
6. Maintain a plan for sustainability of the programs/services implemented by the TCJJB.

**B. Contract or hire a Juvenile Justice Continuum Coordinator who will:**

1. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair.
2. Inform the Agency's Program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting.
3. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agent of the Contractor, to insure that requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by the agency Program Manager in advance.
4. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
5. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
  - a year plan for sustainability of programs/services
  - accomplishments/milestones achieved during this agreement period
  - statements regarding achievement of, or progress made regarding achievement of the estate outcomes and performance measures; and
  - continuing development and improvement of the multi-year Comprehensive Strategic Plan for a continuum of detention alternative programs and services
7. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.

**C. Hire or contract for an Intensive Community Monitoring (ICM) Program Manager who shall supervise operation of the ICM Program. Criteria for referral and program**



guidelines will be submitted to the Project Coordinator. The project coordinator shall include copies of the criteria and guidelines with the first programmatic report required by the Statement of Work. The program will consist of juvenile offenders referred by the JPPO:

1. The JPPO, assisted by the Project Coordinator, shall determine eligibility for the program;
2. Juvenile offenders shall be enrolled within the same week in which the youth was referred; and,
3. Juveniles enrolled in the program shall complete the requirements of the program. Successful completion of the program shall be determined by the Project Coordinator and the JPPO and approved by TCJJB.

D. Implement the program of restorative justice for juvenile offenders in the Town and the County. The program shall:

1. Hire or contract for two (2) Restorative Justice Coordinators.
2. Maintain the infrastructure for the restorative justice program to include: case referral criteria, case management, processing of cases, program data collection instruments. The restorative justice coordinators will be responsible for documenting the continued implementation of restorative justice circles and providing the data required to the Project Coordinator for inclusion in the progress reports.
3. Complete a minimum of twenty (20) restorative justice cases by the termination date of this Agreement. Such cases shall consist of referrals of first time juvenile offenders or, on a case-by-case basis as determined by the TCJJB, juvenile offenders with a second offense, not to include serious violent offenders.
4. In conjunction with actual case referrals, community volunteers shall be recruited to become restorative justice facilitators. Volunteers shall provide regular, on-going, documented supervision based on actual restorative justice cases.
5. Provide as needed, restorative justice educational activities during the course of the Agreement for the community-at-large, juvenile justice system staff, TCJJB members, and staff of interested local providers. The activities shall address restorative justice principles and practices.

E. Implement the G.R.I.P. program in the Town of Taos and county wide.

**The program shall:**

1. Use OJJDP model gang intervention program/curricula G.R.I.P. (Gang Resistance is Paramount) to address prevention of gang youth activity.
2. Implement school based curriculum consisting of 10 lessons for 2<sup>nd</sup> and 5<sup>th</sup> graders during academic year 2013 - 2014. Implementation will be done in conjunction with the Taos group Men Engaged in Non-Violence, in two schools which have been identified as having high minority population and at-risk populations.
3. Implement parent education on gang prevention in the form of community meetings where information on positive youth development activities is presented to students and parents.
4. Mentor youth identified as high risk for gang activity.
5. Collaborate with Taos Gang prevention workgroup and any other Taos entities involved in gang prevention.

6. Contract with provider Men Engaged in Non-Violence to adapt the GRIP Curriculum and provide it in one elementary school for 2<sup>nd</sup> and 5<sup>th</sup> graders in academic year 2013 - 2014. Provide two parent community meetings and mentoring of referred students as part of the GRIP Curriculum.
- F. Continue to implement the juvenile justice reform plan of action. The plan shall:
  1. Be based on the Comprehensive Strategy Model.
  2. Describe programs/services and alternatives to detention to be implemented in the Town/County.
  3. Include a plan for sustainability of funding through other funding sources for the programs and services to be implemented.
  4. Be completed and submitted to the Agency's Program Manager prior to the end date of the Agreement.
- G. Develop a plan to address the issue(s) of Disproportionate Minority Contact (DMC), which shall include DMC problem identification, data collection and assessment of data. The plan may provide for referrals to nationally recognized 'best practice' programs/services or may provide for training on DMC or may recommend policy/procedural changes regarding DMC.
- H. Implement a plan for referrals to nationally recognized 'best practice' gender-specific programs/services such as the "Girls' Circle" program. The TCJJB shall insure that female juvenile offenders are provided, or referred to, a range and quality of services/programming substantially equivalent to those offered to male juvenile offenders. Implementation of gender-specific services and programs shall remain part of the three (3) year plan.
- I. Implement the "Learning lab" program that shall provide out-of-school academic work and youth development activities for suspended, expelled or truant students referred by the JPPO. The program shall include community service activities.
- J. Through the Project Coordinator, collect data to measure the Outcomes and the performance measures associated with them and to assess the effectiveness of the activities and tasks described in the Statement of Work.
- K. Participate in training and technical assistance as requested by the Agency.
- L. Provide, not later than the ending date of this Agreement period, the In-Kind or Cash Match required by the Juvenile Continuum Act.

**The Agency Shall:**

- A. Reimburse Contractor for verified services provided and incurred costs as stated in "Attachment 2 - Budget."

- B. Provide information and/or make referrals for training and technical assistance.**
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Contract in a timely manner. The Agency retains the sole discretion to reduce contract amounts and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period.**
- D. Review:**
  - 1. Subcontracts and programs for accomplishment of outcomes and performance measures as set forth in this agreement.**
  - 2. The Juvenile Justice Continuum Board activities and member participation in periodic meetings of the Board, including minutes of each Board meeting to be provided to the agency.**
  - 3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received from other sources for the same services and activities to be performed under this Agreement.**

**Attachment 2 – Budget**  
**Town of Taos**

<b><u>Line Item Name</u></b>	<b><u>Amount</u></b>
<b>Contractual Services</b>	
Juvenile Justice Continuum Coordinator	\$ 42,042.00
Restorative Justice Consultants	\$ 3,000.00
ICM Program Manager, Surveillance Officer	\$ 27,300.00
GRIP \$ 18,500.00	
Learning Lab	\$ 27,300.00
Girls' Circle	\$ 7,500.00
 <b>Other</b>	
*In-state Travel and Per Diem	\$ 1,000.00
Supplies, printing, and Misc.	\$ 608.00
Training	\$ 0.00
Rent	\$ 6,750.00
 <b>Total</b>	 <b>\$ 134,000.00</b>

Total amount of this contract shall not exceed \$134,000.00, including gross receipts tax.

\*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Funds may be moved between individual line items in the budget with written pre-approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the TCCSB for approval and then submitting it to the Program Manager.

**Funding Source:**

General Fund:

**Attachment 3**

**ADMINISTRATIVE  
AND  
FISCAL STANDARDS**

Page 37

**For Non-Profit Organizations,**

**Local Bodies of Government,**

**And**

**For-Profit Incorporated Entities**

## ADMINISTRATIVE STANDARDS

Note: For-Profit contractors are required to adhere to all local, state and federal regulations as applicable to their operations. For-Profit contractors are required to follow audit and reporting requirements set forth in this document.

Page 38

### Board of Directors (as appropriate)

1. The Board shall have a written mission statement approved by the Board of Directors. The Board shall describe the purpose for which the agency provides services.
2. The Board shall approve and review annually the written long-range plan and goals. The long-range plan and goals should describe in general terms the clients that are served and services provided.
3. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
4. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes; and
  - h. Method for amending by-laws.
5. The Board shall periodically review the appropriateness of its governing documents and adherence to their specifications.

6. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
7. The Board shall conduct a periodic, systematic assessment of the agency's effectiveness.
8. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
9. The Board shall hold meetings as prescribed in the by-laws but not less than four (4) times per year.
10. An agenda shall be developed and followed for all Board meetings.
11. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
12. The Board shall review and approve all aspects of the agency's operation including policy, personnel, budget, fund-raising, etc., including quarterly financial reports.
13. The Board shall determine the amount of capital outlay expenditures and capitalization policy that must receive prior approval for the Board.
14. The Board shall review and approve agency line item budgets and all subsequent budget adjustments.
15. Provisions shall exist for the orientation of new Board members to the Board. This orientation shall consist of, but not be limited to: the organizational goals and objectives, organizations operations, roles and responsibilities of Board members, financial overview of the organization's assets and liabilities, and receipt of the Department's Board Member Guidance.
16. The Board shall review and approve on an annual basis the Board members and agency personnel who will have signature authority.

17. The Board shall make continual and on-going efforts to provide all Board member with training related to their participation on the Board.

### **Personnel**

1. The agency shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the agency. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the agency.
2. The agency shall have written personnel policies and procedures approved and signed by the Boards. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated and signed by the Board. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The agency personnel policies and procedures must include, at a minimum:
  - a. Mission of agency;
  - b. American Disabilities Act;
  - c. Annual Report;
  - d. Benefits;
  - e. Disciplinary Procedures;
  - f. Drug Free Workplace;
  - g. Employee Orientation and Annual Agency Training Plan;
  - h. Equal Employment Opportunity Statement;
  - i. Grievance Procedures;
  - j. Hiring/Firing Policies;
  - k. Hours of Work;
  - l. Job Qualifications and Job Descriptions;
  - m. Law Enforcement Records Checks;
  - n. Leave/Holiday Policy;
  - o. Performance Evaluation System;
  - p. Personnel Files;
  - q. Promotion Policies;
  - r. Quality Assurance;
  - s. Salary Policy and Plan;
  - t. Termination/Resignation Procedures.
4. The agency shall distribute a copy of all personnel policies and procedures to all new employees and make them available to all employees.



5. The agency shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
6. The agency shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
  - a. Job description;
  - b. Initial application/resume;
  - c. Documentation of reference letters;
  - d. Result of employment investigation;
  - e. Law enforcement records check;
  - f. Education/experience required;
  - g. Wage and salary information;
  - h. Job performance evaluation;
  - i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
  - j. Incident reports;
  - k. Commendations or disciplinary actions (if any);

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

**Note: All licensed child care facilities; adolescent shelter cares, mentoring programs experiential wilderness program and respite care services must abide by Children, Youth and Families Department regulations governing criminal record checks.**

7. The immediate supervisor shall conduct job performance evaluations semi-annually for all new employees and/or at least annually for all current employees. Said evaluation should document the review and results of the evaluation with the employee and be included in the personnel file.
8. The agency shall be headed by an agency director appointed by and responsible only to the Board. The Board shall delegate to the director such authority and responsibility necessary to operate the agency. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

### Administrative Recordkeeping

Records and reports (including, but not limited to, fiscal, personnel, program evaluation, management information systems, governance, etc.) should guide the operations, support the assessment and improvement in quality of services, measure and communicate productivity, and reflect the contractor's status. All records should be retained for a minimum of three (3) years. This would be the three prior years in addition to the current year's records.

Page 42

## FISCAL STANDARDS

### Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The contractor shall obtain and maintain at all times during the term of this contract a Blanket Bond covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
4. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
5. The contractor shall secure and maintain adequate fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the

Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement.

6. The contractor is responsible to provide Worker's Compensation Insurance for its employees as required by New Mexico State Law.
7. The contractor shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be mailed to the department within thirty days of the contract effective date.

Children, Youth and Families Department  
Contract/Audit Unit  
PO Drawer 5160  
Santa Fe, NM 87502

Page 43

### **FISCAL BOOKS OF RECORDS**

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Capital Outlay Inventory that includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;

- d. Bank reconciliations;
- e. Separation of duties;
- f. Accounting system;
- g. Travel;
- h. Cost allocation method;
- i. Accounting policies for donations.

## **REPORTS**

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Page 44

## **FINANCIAL STATEMENT**

The contractor must prepare the following financial statements:

1. Balance Sheet or Statement of New Assets (for governmental and non-profit agencies);
2. Statement of Revenue and Expenditures or Statement of Activities (for government not for profit agencies) ;
3. Statement of Revenue and Expenditures – Budget to Actual.

## **RETENTION OF RECORDS**

The following are the requirements for the retention of financial records.

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and /or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from a contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor and its Boards shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and a variance column.

Page 45

### Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Audits for a contractor receiving under \$100,000.00 per year in cumulative Department funds and whose Board has elected to not conduct an audit (a total of all CYFD contracts awarded to the contractor within a fiscal year):
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
2. Audits for a contractor receiving \$100,000.00 to \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
  - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance

with General Accepted Accounting Practice (GAAP). The AUP report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.

- b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
3. Audits for a contractor receiving \$250,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.
4. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
5. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department  
Contract/Audit Unit  
P.O. Box 5160  
Santa Fe, NM 87502

## **SOURCE SHEET**

### **ADMINISTRATIVE REQUIREMENTS**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

#### **Cost Principles**

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

### **AUDITS**

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

FASB and AICPA Statements and Professional Pronouncements.



**July 9, 2013**

---

**Title:**

Approval of Lodger's Tax Agreed Upon Procedures FY 2011-2012

**Summary:**

Review and approval of the Lodger's Tax Agreed Upon Procedures Lodger's Tax receipts collected and remitted to the Town of Taos for FY 2011-2012 prepared by Accounting and Consulting Group. This report is prepared in accordance with Town Code Chapter 4.12.150 - Lodgers Tax Audits and NMSA 1978 Section 3-38-14 - Lodger's Tax Act which requires audits of vendors in municipalities that collect in excess of \$250,000 in occupancy tax.

**Background:**

The report was presented to the Lodger's Tax Advisory Board on June 25th with a lengthy discussion on the findings, proceeding with a vote to approve the report. A action was taken to have Griffin and Associates to do some work on identifying establishments (mainly vacation rentals by owner) that are not reporting Lodger's Tax to the Town. Town staff and the Advisory Board continue to working on these findings to improve the collections of Lodger's Tax and the compliance.

Submitted by: Marietta Fambro

**Attachments:**

Click to download

📎 [Lodger's Tax Agreed Upon Procedures FYE 2012](#)



**Accounting & Consulting Group, LLP**

---

Certified Public Accountants

STATE OF NEW MEXICO  
TOWN OF TAOS  
AGREED UPON PROCEDURES  
LODGERS' TAX RECEIPTS COLLECTED  
AND REMITTED TO THE TOWN CLERK  
YEAR ENDED JUNE 30, 2012





**STATE OF NEW MEXICO**  
**TOWN OF TAOS**  
**AGREED UPON PROCEDURES**  
**LODGERS' TAX RECEIPTS COLLECTED**  
**AND REMITTED TO THE TOWN CLERK**  
**YEAR ENDED JUNE 30, 2012**

(This page intentionally left blank.)

**STATE OF NEW MEXICO**  
Town of Taos  
Lodger's Tax Agreed-Upon Procedures  
Table of Contents  
For the Year Ended June 30, 2012

	<u>Page</u>
Table of Contents	3
Independent Accountant's Report on Applying Agreed-Upon Procedures	4-5
Summary Schedule of Gross Taxable Rents and Occupancy Taxes- Individual Lodging Establishments	6-29
Schedule of Findings and Responses	30-33



**Accounting & Consulting Group, LLP**  
 Certified Public Accountants

## **INDEPENDENT ACCOUNTANT'S REPORT**

Members of the Town Council  
 Town of Taos  
 400 Camino del la Placita  
 Taos, NM 87571

At your request, we have applied certain agreed-upon procedures to the accounting records of twenty (20) lodging establishments which due to failure to respond from several initial lodgers, was subsequently changed to twenty-four (24) listed within the Town of Taos as of and for the year ended June 30, 2012 to assist you in determining if such lodging establishments are maintaining adequate records of occupancy taxes collected and remitted to the Town, as required by law. The Town's management is responsible for the accounting records of the Town. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. It is understood that this report is solely for your information and is not to be referred to for any other purpose or distributed to anyone who is not a member of management of the Town of Taos. The procedures we applied are summarized as follows:

1. We will document our understanding of the nature of the Lodger's Tax Act, Sections 3-38-13 through 3-38-24, NMSA 1978, in conjunction with your local ordinance.
2. We will review and document the system in place by the Town of Taos for the collection and recording of Lodger's Tax receipts.
3. We will meet with the twenty Lodger's Tax establishments, (subsequently changed to twenty-four) that you have judgmentally and randomly selected from the list of such establishments provided to us for the audit and perform the following procedures:
  - A. Determined the adequacy of the accounting records maintained by each establishment.
  - B. Performed verification procedures to determine whether the lodge selected had properly reported and paid lodger's tax to the Town.
4. After each Lodger's Tax establishment has been audited, we will issue a report divulging the results of our audits.

Our findings are presented in the accompanying Schedule of Findings and Responses as Findings AUP-2012-01 and AUP-2012-02. Additionally, Schedule A reflects gross taxable rents reported, Lodgers' (Occupancy) Tax at the appropriate rate and total tax due for the year, total occupancy taxes remitted by each lodging establishment, tax over/(under) paid, and penalty and interest due.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we not express an opinion on the amounts of gross taxable rents reported or Lodgers' (Occupancy) taxes reported and remitted to the Town Clerk for the year ended June 30, 2012. We also do not express an opinion on the amount of penalty and interest due, as of the month of this report, as calculated by us. In connection with the procedures referred to above, no matters came to our attention, other than those noted in the accompanying schedules, that caused us to believe that the gross taxable rents reported or lodgers' (occupancy) taxes reported and remitted as stated in Schedule A should have been adjusted. Had we performed additional procedures or had we conducted an audit of the financial statements of each lodging establishment in accordance with generally accepted auditing standards, other matters might have come to our attention that would have been reported to you. This report related only to the items specified above and does not extend to any financial statements of the lodging establishments or Town of Taos for the year ended June 30, 2012.

*Accounting & Consulting Group, L.L.P.*

Accounting & Consulting Group, LLP  
June 12, 2013

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Casa Benavides  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 60,204.78	\$ 60,204.78	\$ -	\$ 3,010.23	\$ 3,010.23	5%	\$ -
August	73,247.25	73,688.13	(440.88)	3,684.41	3,662.36	5%	22.05
September	63,215.77	63,215.77	-	3,160.79	3,160.79	5%	-
October	60,820.11	60,820.11	-	3,041.01	3,041.01	5%	-
November	26,661.94	26,661.94	-	1,333.10	1,333.10	5%	-
December	31,709.94	31,709.94	-	1,585.50	1,585.50	5%	-
January	34,536.70	34,536.70	-	1,726.84	1,726.84	5%	-
February	33,841.20	33,841.20	-	1,692.06	1,692.06	5%	-
March	55,339.12	55,339.12	-	2,766.95	2,766.95	5%	-
April	42,265.91	42,265.91	-	2,113.30	2,113.30	5%	-
May	56,130.56	56,130.56	-	2,806.53	2,806.53	5%	-
June	53,600.12	53,600.12	-	2,680.00	2,680.00	5%	-
	<u>\$ 591,573.40</u>	<u>\$ 592,014.28</u>	<u>\$ (440.88)</u>	<u>\$ 29,600.72</u>	<u>\$ 29,578.67</u>		<u>\$ 22.05</u>

Casa Benavides properly remitted lodger's tax amounts for the 2012 year with exception of the amounts listed above. Records and supporting documentation is properly maintained by the lodge. See finding at AUP-2012-01 in Exhibit B.



**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Casa de Las Chimeneas  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	\$ -	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

Casa de Las Chimeneas failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Dreamcatcher Bed & Breakfast  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 13,003.25	\$ 13,003.25	\$ -	\$ 650.16	\$ 650.16	5%	\$ -
August	14,561.50	14,561.50	-	728.08	728.08	5%	-
September	22,372.18	22,372.18	-	1,118.60	1,118.60	5%	-
October	21,331.25	21,331.25	-	1,066.56	1,066.56	5%	-
November	8,862.25	8,862.25	-	443.11	443.11	5%	-
December	9,698.75	9,698.75	-	484.97	484.97	5%	-
January	4,779.00	4,779.00	-	238.95	238.95	5%	-
February	4,857.00	4,857.00	-	242.85	242.85	5%	-
March	14,926.00	14,926.00	-	746.30	746.30	5%	-
April	10,997.75	10,997.75	-	549.89	549.89	5%	-
May	15,985.75	15,985.75	-	799.29	799.29	5%	-
June	19,451.00	19,311.00	140.00	966.00	966.00	5%	-
	<u>\$ 160,825.68</u>	<u>\$ 160,685.68</u>	<u>\$ 140.00</u>	<u>\$ 8,034.76</u>	<u>\$ 8,034.76</u>		<u>\$ -</u>

Dreamcatcher Bed & Breakfast properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
El Monte Sagrado  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	361,297.00	361,297.00	-	18,064.85	18,064.85	5%	\$ -
August	310,847.00	310,847.00	-	15,542.34	15,542.34	5%	-
September	349,593.00	349,593.00	-	17,479.66	17,479.66	5%	-
October	289,060.00	289,060.00	-	14,452.98	14,452.98	5%	-
November	139,067.00	139,067.00	-	6,953.36	6,953.36	5%	-
December	242,279.00	242,279.00	-	12,113.93	12,113.93	5%	-
January	147,337.00	147,337.00	-	7,366.84	7,366.84	5%	-
February	208,574.00	208,574.00	-	10,428.70	10,428.70	5%	-
March	233,743.00	233,743.00	-	11,687.14	11,687.14	5%	-
April	143,221.00	143,221.00	-	7,161.05	7,161.05	5%	-
May	222,056.00	222,056.00	-	11,102.79	11,102.79	5%	-
June	315,895.00	315,895.00	-	15,794.79	15,794.79	5%	-
	<u>\$ 2,962,969.00</u>	<u>\$ 2,962,969.00</u>	<u>\$ -</u>	<u>\$ 148,148.43</u>	<u>\$ 148,148.43</u>		<u>\$ -</u>

El Monte Sagrado properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
El Pueblo Lodge  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 116,917.43	\$ 116,917.43	\$ -	\$ 5,845.87	\$ 5,845.87	5%	\$ -
August	109,357.40	109,357.40	-	5,467.87	5,467.87	5%	-
September	101,370.60	101,370.60	-	5,068.53	5,068.53	5%	-
October	105,766.84	105,766.84	-	5,288.34	5,288.34	5%	-
November	41,369.94	41,369.94	-	2,068.50	2,068.50	5%	-
December	63,187.39	63,187.39	-	3,159.37	3,159.37	5%	-
January	75,973.66	75,973.66	-	3,798.68	3,798.68	5%	-
February	55,961.51	55,961.51	-	2,798.08	2,798.08	5%	-
March	88,569.02	88,569.02	-	4,428.45	4,428.45	5%	-
April	61,234.89	61,234.89	-	3,061.74	3,061.74	5%	-
May	88,438.17	88,438.17	-	4,421.91	4,421.91	5%	-
June	111,062.86	111,062.86	-	5,553.14	5,553.14	5%	-
	<u>\$ 1,019,209.71</u>	<u>\$ 1,019,209.71</u>	<u>\$ -</u>	<u>\$ 50,960.48</u>	<u>\$ 50,960.48</u>		<u>\$ -</u>

El Pueblo Lodge properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Don Fernando Hotel Suites  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 120,543.84	\$ 120,163.84	\$ 380.00	\$ 6,008.20	6,027.19	5%	\$ (18.99)
August	88,731.34	88,431.34	300.00	4,421.57	4,436.57	5%	(15.00)
September	94,058.95	93,578.95	480.00	4,678.05	4,702.95	5%	(24.90)
October	78,612.14	78,232.14	380.00	3,911.61	3,930.61	5%	(19.00)
November	39,520.27	38,870.27	650.00	1,943.52	1,976.01	5%	(32.49)
December	89,539.78	88,859.78	680.00	4,442.99	4,476.99	5%	(34.00)
January	48,966.19	48,386.19	580.00	2,419.31	2,448.31	5%	(29.00)
February	49,431.26	48,921.26	510.00	2,446.07	2,471.56	5%	(25.49)
March	93,421.46	92,491.46	930.00	4,624.58	4,671.07	5%	(46.49)
April	43,209.35	42,779.35	430.00	2,138.97	2,160.47	5%	(21.50)
May	64,220.71	63,790.71	430.00	3,189.54	3,211.04	5%	(21.50)
June	66,417.71	65,157.71	1,260.00	3,307.89	3,320.89	5%	(13.00)
	<u>\$ 876,673.00</u>	<u>\$ 869,663.00</u>	<u>\$ 7,010.00</u>	<u>\$ 43,532.30</u>	<u>\$ 43,833.66</u>		<u>\$ (301.36)</u>

The Don Fernando Hotel Suites properly remitted lodger's tax amounts for the 2012 year with exception of the amounts listed above. Records and supporting documentation is properly maintained by the lodge. See finding at AUP-2012-01 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Indian Hills Inn  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 58,177.00	\$ 58,177.00	\$ -	\$ 2,908.85	\$ 2,908.85	5%	\$ -
August	40,320.77	40,320.77	-	2,016.04	2,016.04	5%	-
September	51,532.18	51,532.18	-	2,576.61	2,576.61	5%	-
October	38,535.42	38,535.42	-	1,926.77	1,926.77	5%	-
November	14,479.99	14,479.99	-	724.00	724.00	5%	-
December	17,772.08	17,772.08	-	888.60	888.60	5%	-
January	15,790.65	15,790.65	-	789.53	789.53	5%	-
February	19,420.88	19,420.88	-	971.04	971.04	5%	-
March	39,230.31	39,230.31	-	1,961.52	1,961.52	5%	-
April	19,828.38	19,828.38	-	991.42	991.42	5%	-
May	39,164.49	39,164.49	-	1,958.22	1,958.22	5%	-
June	40,170.44	40,170.44	-	2,008.53	2,008.53	5%	-
	<u>\$ 394,422.59</u>	<u>\$ 394,422.59</u>	<u>\$ -</u>	<u>\$ 19,721.13</u>	<u>\$ 19,721.13</u>		<u>\$ -</u>

Indian Hills Inn properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Kachina Lodge  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	149,439.21	149,439.21	-	7,471.96	7,471.96	5%	\$ -
August	162,366.25	162,366.25	-	8,118.34	8,118.34	5%	-
September	158,170.69	158,170.69	-	7,908.53	7,908.53	5%	-
October	124,756.31	124,756.31	-	6,237.82	6,237.82	5%	-
November	31,256.91	31,256.91	-	1,562.85	1,562.85	5%	-
December	62,134.18	62,134.18	-	3,106.71	3,106.71	5%	-
January	54,429.95	54,429.95	-	2,721.50	2,721.50	5%	-
February	54,272.16	54,272.16	-	2,713.61	2,713.61	5%	-
March	76,066.98	76,066.98	-	3,803.35	3,803.35	5%	-
April	61,366.91	61,366.91	-	3,068.35	3,068.35	5%	-
May	83,681.32	83,681.32	-	4,184.07	4,184.07	5%	-
June	96,944.30	96,944.30	-	4,847.22	4,847.22	5%	-
	<u>\$ 1,114,885.17</u>	<u>\$ 1,114,885.17</u>	<u>\$ -</u>	<u>\$ 55,744.31</u>	<u>\$ 55,744.31</u>		<u>\$ -</u>

Kachina Lodge properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Hampton Inn/4ZL, LLC  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	\$ -	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

The Hampton Inn/4ZL, LLC failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.



**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
La Posada de Taos  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 23,466.86	\$ 23,466.86	\$ -	\$ 1,173.34	\$ 1,173.34	5%	\$ -
August	20,694.05	20,694.05	-	1,034.70	1,034.70	5%	-
September	20,991.10	20,991.10	-	1,049.56	1,049.56	5%	-
October	16,844.85	16,844.85	-	842.24	842.24	5%	-
November	8,016.90	8,016.90	-	400.85	400.85	5%	-
December	12,314.15	12,314.15	-	615.71	615.71	5%	-
January	7,726.20	7,726.20	-	386.31	386.31	5%	-
February	9,233.10	9,233.10	-	461.66	461.66	5%	-
March	11,142.50	11,142.50	-	557.13	557.13	5%	-
April	9,368.60	9,368.60	-	468.43	468.43	5%	-
May	17,591.55	17,591.55	-	879.58	879.58	5%	-
June	16,013.60	16,013.60	-	800.68	800.68	5%	-
	<u>\$ 173,403.46</u>	<u>\$ 173,403.46</u>	<u>\$ -</u>	<u>\$ 8,670.19</u>	<u>\$ 8,670.19</u>		<u>\$ -</u>

La Posada de Taos properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Quality Inn  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 161,523.69	\$ 161,249.83	\$ 273.86	\$ 8,062.49	\$ 8,076.18	5%	\$ (13.69)
August	128,831.48	128,484.19	\$ 347.29	6,424.21	6,441.57	5%	(17.36)
September	132,642.96	132,400.00	\$ 242.96	6,623.30	6,632.15	5%	(8.85)
October	95,979.60	95,625.16	\$ 354.44	4,781.28	4,798.98	5%	(17.70)
November	33,783.39	33,966.27	\$ (182.88)	1,698.31	1,689.17	5%	9.14
December	67,186.42	66,470.00	\$ 716.42	3,323.51	3,359.32	5%	(35.81)
January	45,208.03	45,190.00	\$ 18.03	2,259.00	2,260.40	5%	(1.40)
February	58,957.71	58,755.60	\$ 202.11	2,937.78	2,947.89	5%	(10.11)
March	94,816.95	94,532.32	\$ 284.63	4,726.62	4,740.85	5%	(14.23)
April	59,844.71	59,626.60	\$ 218.11	2,981.33	2,992.24	5%	(10.91)
May	100,347.13	100,178.26	\$ 168.87	5,008.91	5,017.36	5%	(8.45)
June	135,287.68	135,567.99	\$ (280.31)	6,778.40	6,764.38	5%	14.02
	<u>\$ 1,114,409.75</u>	<u>\$ 1,112,046.22</u>	<u>\$ 2,363.53</u>	<u>\$ 55,605.14</u>	<u>\$ 55,720.49</u>		<u>\$ (115.35)</u>

The Quality Inn properly remitted lodger's tax amounts for the 2012 year with exception of the amounts listed above. Records and supporting documentation is properly maintained by the lodge. See finding at AUP-2012-01 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Sun God Lodge  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 48,927.80	\$ 48,927.80	\$ -	\$ 2,446.39	2,446.39	5%	\$ -
August	33,577.60	33,577.60	-	1,678.88	1,678.88	5%	-
September	34,567.00	34,567.00	-	1,728.40	1,728.40	5%	-
October	33,299.30	33,299.30	-	1,664.90	1,664.90	5%	-
November	18,494.00	18,494.00	-	924.74	924.74	5%	-
December	26,383.21	26,383.21	-	1,319.16	1,319.16	5%	-
January	14,756.00	14,756.00	-	737.80	737.80	5%	-
February	18,113.40	18,113.40	-	905.70	905.70	5%	-
March	31,603.00	31,603.00	-	1,580.11	1,580.11	5%	-
April	13,279.50	13,279.50	-	663.98	663.98	5%	-
May	34,173.00	34,173.00	-	1,708.60	1,708.60	5%	-
June	38,297.00	38,297.00	-	1,914.80	1,914.80	5%	-
	<u>\$ 345,470.81</u>	<u>\$ 345,470.81</u>	<u>\$ -</u>	<u>\$ 17,273.46</u>	<u>\$ 17,273.46</u>		<u>\$ -</u>

Sun God Lodge properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Taos Hacienda Inn  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 22,562.85	\$ 22,562.85	\$ -	\$ 1,128.14	1,128.14	5%	\$ -
August	25,826.94	25,826.94	-	1,291.35	1,291.35	5%	-
September	26,788.55	26,788.55	-	1,339.42	1,339.42	5%	-
October	25,299.92	25,299.92	-	1,265.00	1,265.00	5%	-
November	9,475.00	9,475.00	-	473.75	473.75	5%	-
December	21,705.81	21,705.81	-	1,085.29	1,085.29	5%	-
January	10,371.46	10,371.46	-	518.57	518.57	5%	-
February	10,984.25	10,984.25	-	549.21	549.21	5%	-
March	14,395.02	14,395.02	-	719.75	719.75	5%	-
April	14,233.82	14,233.82	-	711.69	711.69	5%	-
May	16,670.75	16,670.75	-	833.63	833.63	5%	-
June	24,850.00	24,850.00	-	1,242.50	1,242.50	5%	-
	<u>\$ 223,164.37</u>	<u>\$ 223,164.37</u>	<u>\$ -</u>	<u>\$ 11,158.30</u>	<u>\$ 11,158.30</u>		<u>\$ -</u>

Taos Hacienda Inn properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Taos Inn  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 154,497.81	\$ 154,497.81	\$ -	\$ 7,724.89	\$ 7,724.89	5%	\$ -
August	149,592.88	149,592.88	-	7,479.64	7,479.64	5%	-
September	151,226.65	151,226.65	-	7,561.33	7,561.33	5%	-
October	140,926.26	140,926.26	-	7,046.31	7,046.31	5%	-
November	67,491.88	67,491.88	-	3,374.59	3,374.59	5%	-
December	94,201.69	94,201.69	-	4,710.08	4,710.08	5%	-
January	82,275.67	82,275.67	-	4,113.78	4,113.78	5%	-
February	81,528.54	81,528.54	-	4,076.43	4,076.43	5%	-
March	114,367.12	114,367.12	-	5,718.36	5,718.36	5%	-
April	79,562.32	79,562.32	-	3,976.12	3,976.12	5%	-
May	114,836.67	114,836.67	-	5,741.83	5,741.83	5%	-
June	118,062.08	118,062.08	-	5,903.10	5,903.10	5%	-
	<u>\$ 1,348,569.57</u>	<u>\$ 1,348,569.57</u>	<u>\$ -</u>	<u>\$ 67,426.46</u>	<u>\$ 67,426.46</u>		<u>\$ -</u>

Taos Inn properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Everest Enterprise - Super 8  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 55,913.76	\$ 56,913.76	\$ (1,000.00)	\$ 2,845.69	\$ 2,795.69	5%	\$ 50.00
August	52,222.98	52,222.98	-	2,611.15	2,611.15	5%	-
September	47,769.51	47,769.51	-	2,388.48	2,388.48	5%	-
October	42,316.92	42,316.92	-	2,115.85	2,115.85	5%	-
November	20,089.23	20,089.23	-	1,004.46	1,004.46	5%	-
December	27,196.31	27,196.31	-	1,359.81	1,359.81	5%	-
January	14,966.09	14,966.09	-	748.30	748.30	5%	-
February	23,370.38	23,370.38	-	1,168.51	1,168.51	5%	-
March	35,831.43	35,831.43	-	1,791.57	1,791.57	5%	-
April	22,386.68	22,386.68	-	1,119.33	1,119.33	5%	-
May	45,329.11	45,329.11	-	2,266.45	2,266.45	5%	-
June	38,934.41	38,934.41	-	1,946.72	1,946.72	5%	-
	<u>\$ 426,326.81</u>	<u>\$ 427,326.81</u>	<u>\$ (1,000.00)</u>	<u>\$ 21,366.32</u>	<u>\$ 21,316.32</u>		<u>\$ 50.00</u>

Everest Enterprise - Super 8 properly remitted lodger's tax amounts for the 2012 year with exception of the amounts listed above. Records and supporting documentation is properly maintained by the lodge. See finding AUP-2012-01 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Touchstone Inn  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 5,130.16	\$ 5,130.16	\$ -	\$ 256.51	\$ 256.51	5%	\$ -
August	4,426.80	4,426.80	-	221.35	221.35	5%	-
September	6,005.50	6,005.50	-	300.20	300.20	5%	-
October	3,437.50	3,437.50	-	171.80	171.80	5%	-
November	4,721.00	4,721.00	-	236.00	236.00	5%	-
December	2,677.00	2,677.00	-	133.80	133.80	5%	-
January	1,715.80	1,715.80	-	85.78	85.78	5%	-
February	633.49	633.49	-	31.67	31.67	5%	-
March	1,053.29	1,053.29	-	52.66	52.66	5%	-
April	1,826.99	1,826.99	-	91.35	91.35	5%	-
May	1,751.00	1,751.00	-	87.59	87.59	5%	-
June	2,756.00	2,756.00	-	137.84	137.84	5%	-
	<u>\$ 36,134.53</u>	<u>\$ 36,134.53</u>	<u>\$ -</u>	<u>\$ 1,806.55</u>	<u>\$ 1,806.55</u>		<u>\$ -</u>

Touchstone Inn properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Taos Vacation Rentals  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	-	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

Taos Vacation Rentals failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.



**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Worldmark - Taos  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 4,800.41	\$ 4,800.41	\$ -	\$ 240.02	\$ 240.02	5%	\$ -
August	3,801.04	3,801.04	-	190.05	190.05	5%	-
September	4,910.39	4,910.39	-	245.52	245.52	5%	-
October	4,003.45	4,003.45	-	200.17	200.17	5%	-
November	1,844.89	1,844.89	-	92.24	92.24	5%	-
December	8,987.78	8,987.78	-	449.39	449.39	5%	-
January	2,586.48	2,586.48	-	129.36	129.36	5%	-
February	1,470.00	1,470.00	-	73.50	73.50	5%	-
March	5,328.63	5,328.63	-	266.43	266.43	5%	-
April	910.50	910.50	-	45.53	45.53	5%	-
May	7,406.46	7,406.46	-	370.32	370.32	5%	-
June	16,259.87	16,259.87	-	812.99	812.99	5%	-
	<u>\$ 62,309.90</u>	<u>\$ 62,309.90</u>	<u>\$ -</u>	<u>\$ 3,115.52</u>	<u>\$ 3,115.52</u>		<u>\$ -</u>

Worldmark - Taos properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Days Inn Taos - SHIV LLC  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 35,881.03	\$ 35,881.03	\$ -	\$ 1,794.05	\$ 1,794.05	5%	\$ -
August	22,472.15	22,472.15	-	1,123.60	1,123.60	5%	-
September	26,913.45	26,913.45	-	1,345.67	1,345.67	5%	-
October	20,201.47	20,201.47	-	1,010.07	1,010.07	5%	-
November	8,032.53	8,032.53	-	401.62	401.62	5%	-
December	21,322.33	21,322.33	-	1,066.12	1,066.12	5%	-
January	13,769.90	13,769.90	-	688.49	688.49	5%	-
February	10,125.10	10,125.10	-	506.25	506.25	5%	-
March	21,454.63	21,454.63	-	1,072.73	1,072.73	5%	-
April	7,993.50	7,993.50	-	399.65	399.65	5%	-
May	20,312.32	20,312.32	-	1,015.62	1,015.62	5%	-
June	19,960.00	19,960.00	-	998.00	998.00	5%	-
	<u>\$ 228,438.41</u>	<u>\$ 228,438.41</u>	<u>\$ -</u>	<u>\$ 11,421.87</u>	<u>\$ 11,421.87</u>		<u>\$ -</u>

Days Inn Taos - SHIV LLC properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Ventura La Dona Luz Inc. - Des Georges  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	\$ -	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

Ventura La Dona Luz Inc.- Des Georges failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Kokopelli Property Management  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 5,220	\$ 5,220	\$ -	\$ 260.99	\$ 260.99	5%	\$ -
August	2,282.80	2,282.80	-	114.14	114.14	5%	-
September	1,857.00	1,857.00	-	92.85	92.85	5%	-
October	1,692.00	1,692.00	-	84.60	84.60	5%	-
November	689.00	689.00	-	34.45	34.45	5%	-
December	22,424.40	22,424.40	-	1,121.22	1,121.22	5%	-
January	2,805.00	2,805.00	-	140.25	140.25	5%	-
February	6,182.40	6,182.40	-	309.12	309.12	5%	-
March	16,031.00	16,031.00	-	801.55	801.55	5%	-
April	-	-	-	-	-	5%	-
May	930.00	930.00	-	46.50	46.50	5%	-
June	6,794.60	6,794.60	-	339.73	339.73	5%	-
	<u>\$ 66,907.86</u>	<u>\$ 66,907.86</u>	<u>\$ -</u>	<u>\$ 3,345.40</u>	<u>\$ 3,345.40</u>		<u>\$ -</u>

Kokopelli Property Management properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Taos Ski Valley Properties  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	\$ -	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

Taos Ski Valley Properties failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Historic Taos Adobes  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ -	\$ -	\$ -	\$ -	\$ -	5%	\$ -
August	-	-	-	-	-	5%	-
September	-	-	-	-	-	5%	-
October	-	-	-	-	-	5%	-
November	-	-	-	-	-	5%	-
December	-	-	-	-	-	5%	-
January	-	-	-	-	-	5%	-
February	-	-	-	-	-	5%	-
March	-	-	-	-	-	5%	-
April	-	-	-	-	-	5%	-
May	-	-	-	-	-	5%	-
June	-	-	-	-	-	5%	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

Historic Taos Adobes failed to provide the auditors with documentation supporting their remittances to the Town of Taos. Auditors could not audit this lodger. See finding AUP-2012-02 in Exhibit B.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodgers' Tax Agreed Upon Procedures  
Summary Schedule of Gross Taxable Rents and Occupancy Taxes  
Burch Street Casitas, LLC  
Year Ended June 30, 2012

<b>Reporting Month</b>	<b>Monthly Room Revenues per Records</b>	<b>Lodgers' Tax Revenues Reported by Hotel</b>	<b>Difference</b>	<b>Lodgers' Tax Reported by Hotel</b>	<b>Calculated Lodgers' Tax</b>	<b>Lodgers' Tax %</b>	<b>Over/(Under) Paid</b>
July	\$ 10,852.03	\$ 10,852.03	\$ -	\$ 542.60	\$ 542.60	5%	\$ -
August	10,285.56	10,285.56	-	514.27	514.27	5%	-
September	11,416.37	11,416.37	-	543.63	543.63	5%	-
October	9,337.96	9,337.96	-	466.89	466.89	5%	-
November	4,082.73	4,082.73	-	204.13	204.13	5%	-
December	9,494.39	9,494.39	-	474.72	474.72	5%	-
January	2,652.31	2,652.31	-	132.61	132.61	5%	-
February	5,368.92	5,368.92	-	268.44	268.44	5%	-
March	8,000.23	8,000.23	-	400.01	400.01	5%	-
April	7,535.78	7,535.78	-	376.79	376.79	5%	-
May	9,206.94	9,206.94	-	460.34	460.34	5%	-
June	8,182.37	8,182.37	-	409.11	409.11	5%	-
	<u>\$ 96,415.59</u>	<u>\$ 96,415.59</u>	<u>\$ -</u>	<u>\$ 4,793.54</u>	<u>\$ 4,793.54</u>		<u>\$ -</u>

Burch Street Casitas, LLC properly remitted lodger's tax amounts for the 2012 year. Records and supporting documentation is properly maintained by the lodge.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodger's Tax Agreed Upon Procedures  
Schedule of Findings and Responses  
Year Ended June 30, 2012

**AUP-2012-01 – Insufficient Internal Controls Over Lodger's Tax Collections**

*Condition:* From our procedures performed, there were multiple instances noted where the Town of Taos has insufficient internal controls in place over Lodger's Tax collection and monitoring as follows:

- Inquiry during lodgers' site visits resulted in multiple reports by individuals, of establishments within the Town of Taos who offer accommodations and are not currently reporting occupancy tax to the Town.
- The Town of Taos is not properly monitoring occupancy tax amounts remitted, as three lodgers out of twenty-four selected for audit in 2012 improperly remitted lodger's tax by for the sum of \$43.30.
- During fieldwork, we noted one out of twenty four lodgers did not properly include all applicable rents in the calculation of lodgers tax. The total underpayment of tax totaled \$301.36
- Inquiry of Town personnel revealed that there a lack of enforcement of Lodger's Tax Ordinance for failure to remit occupancy tax to the Town.

*Criteria:* NMSA (1978) Sections 3-38-13 through 3-38-24 authorize municipalities to impose and collect a lodger's tax. Town of Taos Code of Ordinances, Chapter 4.12, Lodger's Tax, Section 4.12.030 defines Gross Taxable Rents as the total amount of rent paid for lodging, or other accommodations, not included in the state gross receipts. Chapter 4.12, Lodger's Tax, Sections 4.12.040, Imposition of Tax requires that an occupancy tax of revenues of five percent (5%) of gross taxable rent for lodging within the municipality. Town of Taos Code of Ordinances, Chapter 4.12, Lodger's Tax, Sections 4.12.060(A), Collection of the Tax requires that every vendor providing lodgings shall collect the tax thereon on behalf of the Town, and shall act as a trustee. Town of Taos Code of Ordinances, Chapter 4.12, Lodger's Tax, Sections 4.12.090 through 4.12.110, requires the assessment of penalties and interest for failure to pay tax when due, procedures estimate occupancy tax due in the case of non-payment and court action to collect delinquencies.

*Effect:* The Town of Taos is not properly monitoring vendor compliance with sections 4.12.030, 4.12.040, 4.12.060 and 4.12.090 through 4.12.110 of Chapter 4.12 Lodger's tax Ordinance, which could result in non-collection or underpayment of occupancy tax due to the Town of Taos.

*Cause:* The Town of Taos failed to allocate sufficient resources to ensure that vendors subject to remittance of Lodger's Tax are properly and timely reporting the correct gross taxable rents, tax collected, and penalties assessed for vendors not in compliance with Chapter 4.12 of the Town of Taos Code of Ordinances.



**STATE OF NEW MEXICO**  
Town of Taos  
Lodger's Tax Agreed Upon Procedures  
Schedule of Findings and Responses  
Year Ended June 30, 2012

**AUP-2012-01 – Insufficient Internal Controls Over Lodger's Tax Collections (continued)**

*Recommendation:* We recommend that the Town take the following steps to improve the Lodger's Tax ordinance and compliance:

1. *Establish and Implement Personnel Policy*  
Currently there are no detailed policies and procedures in place to define Town personnel responsibilities regarding the assessment and collection of Lodger's Tax. A personnel policy and description of procedures should be developed and implemented defining the specific responsibilities of Town personnel as well as proper management oversight to ensure all collections are properly received and recorded.
2. *Clarify section 4.12.030*  
Currently the Town of Taos Code of Ordinances does not clearly define what revenues are included in gross rents for the purposes of determining lodgers tax. We suggest that the Town provide guidance to all lodgers subject to the tax as to what activities generate revenues that must be included in gross rents.
3. *Ensure penalties are assessed on nonpayment and delinquent vendors*  
In accordance with sections 4.12.090 through 4.12.110 the Town should ensure that personnel are taking the necessary and appropriate action against vendors not properly and timely remitting Lodger's Tax.

*Agency's Response:*

1. The Town of Taos held a public training in June of 2012 for the establishments, accountants and any interested persons in the community to inform them of the Town of Taos's Lodger's Tax Ordinance including compliance. Also during the last year the Town of Taos has presented this issue to the Lodger's Tax Board for their information and will continue to review the personnel responsibilities and actions by sending this in a written policy to the Lodger's Tax Board and the newly established Finance Audit Committee for a recommendation from these groups to the Town Council.
2. This is a sound suggestion and will be recommended for implementation to the extent that it is not currently happening. The Town of Taos will review the personnel responsibilities and actions by sending this issue to the Lodger's Tax Board and the newly established Finance Audit Committee for a recommendation from these groups to the Town Council.
3. This is a sound suggestion and will be recommended for implementation to the extent that it is not currently happening. Currently the Town of Taos does submit on a monthly basis a letter to the establishments with the amount past due including penalty and interest along with a copy to the Legal Department.

**STATE OF NEW MEXICO**  
 Town of Taos  
 Lodger's Tax Agreed Upon Procedures  
 Schedule of Findings and Responses  
 Year Ended June 30, 2012

**AUP-2012-02 – Failure to Respond to Auditor Requests**

*Condition:* Six lodger's out of twenty-four selected for audit in 2012 failed to respond to Auditor requests for Lodger's Tax information.

*Criteria:* NMSA (1978) Sections 3-38-13 through 3-38-24 authorize municipalities to impose and collect a lodger's tax. Also, the Town of Taos's Lodger's Tax Ordinance 4.12.150, "Audits" requires that vendors respond to Auditor requests for information.

*Effect:* The following lodgers are not in compliance with Town of Taos Lodger's Tax Ordinance 4.12.150, and compliance with NMSA (1978) Sections 3-38-13 through 3-38-24 cannot be determined.

- Casa de Las Chimeneas
- Taos Vacation Rentals
- Historic Taos Adobes
- Ventura La Dona Luz, Inc. – Des Georges
- Hampton Inn/4ZL, LLC
- Taos Ski Valley Properties

*Cause:* The above mentioned lodgers did not respond to Auditor requests for information related to Lodger's Taxes.

*Recommendation:* We recommend that the Town take the following steps to improve the Lodger's Tax ordinance and compliance:

*1. Clarify Section 4.12.150*

Currently the Town of Taos Code of Ordinances does not define procedures for audits of vendors or clarify what is going to be expected of the vendors for an audit. Section 4.12.150 states that the town shall select one or more vendors to verify the amount of gross rent subject to the occupancy tax and to ensure that the full amount of occupancy tax on the rent is collected from each vendor thus audited, but the Town does not define the procedures to be performed at 4.12.150. It is our suggestion that the Town Finance Director defines these parameters and submit them to the Town Council for approval and inclusion in the Municipal Code.

**STATE OF NEW MEXICO**  
Town of Taos  
Lodger's Tax Agreed Upon Procedures  
Schedule of Findings and Responses  
Year Ended June 30, 2012

**AUP-2012-02 – Failure to Respond to Auditor Requests (continued)**

2. *Town maintenance of vendor information*

We recommend that the Town of Taos update their vendor information directly from the client once a year. This information should include

1. Vendor physical address
2. Vendor mailing address
3. Telephone number
4. Contact person for the entity

3. *Periodic Review*

Periodically review the Lodger's Tax Ordinances to ensure compliance within your government.

*Agency's Response:*

1. The Town of Taos will review this process with a written procedure for agree upon procedures requested of vendors and clarify what is going to be expected of the vendors during this procedure including financial reports, scheduling and possible on site testing throughout the fiscal year. In the case of Casa de Las Chimeneas all taxes have been paid in the sale of this establishment.
2. This is a sound suggestion and will be recommended for implementation to the extent that is not currently happening. Currently we are cross checking with our Business License data based to our Lodger's Tax Vendor listing to verify current information.
3. This is a sound suggestion and will be recommended for implementation to the extent that is not currently happening. Currently our Legal Department has assumed many pressing Ordinance changes which has consumed much of the last year but are taking into account what needs to be addressed, which this one is a priority. The lack of staff time and resources are realistic in delaying the completion of Ordinances that need to be revised.



**July 9, 2013**

---

**Title:**

Convention Center Repurposing

**Summary:**

Request approval to stop accepting reservations for Rio Grande Hall and Bataan Hall as of January 1, 2014 in conjunction with repurposing those facilities.

**Background:**

At the Town Manager's direction a revised RFP has been drafted to address repurposing Rio Grande and Bataan Halls. The RFP will be issued in late July. The Manager also directed that a date be set to discontinue accepting reservations for those facilities. The last scheduled events (a wedding reception and blood drive) are set for December 7, 2013. A draft RFP is attached.

**Attachments:**

Click to download

📎 [Draft RFP for Rio Grande and Bataan Halls](#)



**TOWN OF TAOS, NM**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**TITLE: CONVENTION CENTER REPURPOSING**  
**CONTROL NO. : RFP 13-14-01**

**Issue Date:** [Thursday, April 11, 2013](#)

**Pre-Proposal Meeting** [Wednesday, April 24, 2013 2PM](#)  
[Room 109 Town Hall](#)

**Proposal Question Deadline:** [Thursday, April 25, 2013](#) at 4:00 p.m. local time

**Response Deadline:** [Friday, May 3, 2013](#) at 5:00 p.m.  
 local time

**Deliver to:** Town of Taos  
 Procurement Office  
 400 Camino de la Placita Room 202  
 Taos, NM 87571

**Purchasing Contact:** [Tina Torres](#), Procurement Officer  
 Finance Department-Purchasing  
**Phone:** (575) 751-2025  
**Email:** [ttorres@taosgov.com](mailto:ttorres@taosgov.com)

Introduction

The Town of Taos is requesting competitive sealed proposals for the Convention Center Repurposing. The buildings are currently identified as Rio Grande Hall and Bataan Hall. The Town of Taos Town Council has identified the repurposing of the buildings as a top priority for 2013. The Town of Taos Community Economic Development Plan, adopted in 2011 by Ordinance 11-13, identifies the Convention Center as an economic opportunity for the Town. Repurposing will also reduce the operational costs for the Town and offer the facility to the private sector as a business opportunity located in the Arts and Cultural District. The Arts and Cultural District Cultural Plan, adopted by the Town Council in 2012 by resolution 12-15, identifies the Convention Center as an opportunity for business development and enhancement of the creative economy in Taos. As a result of these planning efforts the Town of Taos is soliciting proposals for repurposing Rio Grande Hall and Bataan Hall.

**Description:** A copy of this RFP can be obtained from the Town of Taos website at [www.taosgov.com/finance/solicitation/php](http://www.taosgov.com/finance/solicitation/php) until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from [Tina Torres](#), Procurement Officer, Town of Taos Purchasing Division, 400 Camino de la Placita- Room 202, Taos, NM 87571. If you have any questions, please call (575) 751-2025 or email [ttorres@taosgov.com](mailto:ttorres@taosgov.com).

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Purchasing Division, located at Town of Taos Municipal Building; ROOM 202, 400 Camino de la Placita, Taos, NM 87571. Late responses will not be accepted – NO EXCEPTIONS.

DRAFT

## TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS .....	4
SECTION 2 - SPECIFICATIONS .....	9
SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS .....	11

DRAFT

## SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the Town of Taos (Town) desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with the Town personnel concerning this RFP or the evaluation process must be solely to the contact person (or her designee) listed on the cover page of this RFP.

A violation of this provision is cause for the Town to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Town may reject any Response or terminate any contract awarded pursuant to this RFP. No direct contact regarding this document with other Town employees, the Towns' contractors' or other entities working with the Town are permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Town. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE TOWN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Town employees is permitted. All answers will be issued in the form of a written addendum.
- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the Town. It is the Respondent's responsibility to periodically check the Town's website until the posted Response Deadline to obtain any issued addenda.
- 4) **PRE-PROPOSAL MEETING:** The date, time and location of the meeting, are indicated on the cover page of this RFP. **All Respondents are strongly encouraged to attend any scheduled meetings.**
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFP.
  - a. Responses must be submitted to **Tina Torres**, Town Purchasing Division, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 12p.m and 1p.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.
  - b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.
  - c. The opening of a Response does not constitute the Town's acceptance of the Respondent as a responsive and responsible Respondent.
  - d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name.
  - e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the Town's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.



- g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.
  - h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Respondent's sole responsibility; no such costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the Town.
  - i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Town if the Respondent is determined to be the most responsive and responsible Respondent.
  - 7) **CONTRACT AWARD:** The Town reserves the right to withdraw the RFP, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFP. The Town may waive informalities if it is in the Town's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Town taking into consideration the evaluation factors set forth in the Request for Proposals. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award is made will be notified at the earliest possible date. The Town will then negotiate a contract with the top ranked Respondent(s) for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Respondent within 14 days, then the Town may recommend the next most responsive and responsible Respondent. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Town's policies have been fulfilled. The Town is not liable for performance costs until the successful Respondent has been given a fully executed contract. Failure to accept the terms and conditions of the Town's Contract may deem the Respondent non-responsive.
  - 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
  - 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the Town. In the event multiple Responses are submitted in violation of this provision, the Town will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
  - 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
  - 11) **REJECTION:** The Town reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Purchasing Director or designee that the best interest of the Town will be served by doing so. The Town may reject any Response from any person, firm or corporation in arrears or in default to the Town on any contract, debt, or other obligation, or if the Respondent is debarred by the Town from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Town's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
  - 12) **PROCUREMENT POLICY:** Procurement for the Town will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Town. The Chief Executive Officer has the vested authority to execute all Town contracts, subject to Council approval where required.
  - 13) **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and

labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply..

- 14) **NON-DISCRIMINATION:** The Town will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 15) **NO RESPONSE:** Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.
- 16) **CONTRACT NEGOTIATION:** All Responses must be firm for at least 180 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Town may recommend the next most responsive and responsible Respondent. There is no contract until the Town's policies have been fulfilled.
- 17) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
  - a. Evidence of collusion among Respondents.
  - b. Lack of competency as revealed by either financial, experience, or equipment statements.
  - c. Lack of responsibility as shown by past work.
  - d. Uncompleted work under other contracts which, in the judgment of the Town, might hinder or prevent the prompt completion of additional work if awarded.
- 18) **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.  
  
 Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.
- 19) **ASSIGNMENT:** The Contract will not be assignable to any other business entity without the Town's approval.
- 20) **RESPONDENT RESPONSIBILITIES:** It is strongly recommended that the Respondent visit the Town of Taos and familiarize themselves with the site, including attendance at the Pre-Response Meeting.
- 21) **TOWN PARTICIPATION:** The Town will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify Town FTEs required and tasks to be performed by Town personnel. For the purpose of contract administration, the Town will designate a person to serve as Town Contract Manager. The Town Contract Manager will serve as the primary liaison between the Town and the Successful Respondent and will coordinate overall management and administration of the contract for the Town.
- 22) **DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Town and may be returned only at the Town's option.

Respondents must make no other distribution of their Responses other than authorized by this RFP. A Respondent who shares cost information contained in its Response with other Town personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

## **23) PROPOSAL EVALUATION:**

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is the general practice of the Evaluation Committee to hold interviews with the highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the shortlisting. If interviews are held, rankings from the shortlisting are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the Town of Taos may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

## **24) PROTESTS**

Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town of Taos. The protest must be delivered to the Town of Taos, Procurement Officer 400 Camino de la Placita, NM 87571 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.

In the event of a timely protest under this section, the Town of Taos shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement.

The Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

## **25) RESPONDENT QUALIFICATIONS**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

## **26) RIGHT TO WAIVE MINOR IRREGULARITIES**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **27) CHANGE IN CONTRACTOR REPRESENTATIVES**

The Town of Taos reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Town of Taos, meeting its needs adequately. **If the contractor wishes to change its designated representative, that change must be approved by the Town of Taos.**

**28) NOTICE**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**29) TOWN OF TAOS RIGHTS**

The Town of Taos reserves the right to accept all or a portion of a Respondent's proposal.

**30) MULTIPLE AWARDS**

The Town reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

**31) RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Respondents, Respondents and contractors must secure from the Town of Taos written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.

**32) OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposals shall become the property of the Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.

**33) ELECTRONIC MAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.

**34) STATUS OF SUCCESSFUL RESPONDENTS.**

The successful Respondent(s) is an independent contractor performing services for the Town and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of Town vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the Town. The successful Respondent(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.

**35) Assignment/Transfer:** Assignment or transfer of this contract without written consent of Town may be construed by the Town as a breach of contract sufficient to cancel this agreement at the discretion of the Town.

## SECTION 2 - SPECIFICATIONS

**INTRODUCTION:** The Town of Taos is requesting competitive sealed proposals for repurposing Rio Grande Hall and Bataan Hall. The Town of Taos Town Council has identified the repurposing of these buildings as a top priority for 2013. The Town of Taos Community Economic Development Plan, adopted in 2011 by Ordinance 11-13, identifies the buildings as an economic opportunity for the Town; it will also reduce the operational costs for the Town and offer the facility to the private sector as a business opportunity located in the Arts and Cultural District. The Arts and Cultural District Cultural Plan, adopted by the Town Council in 2012 by resolution 12-15, identifies the buildings as an opportunity for business development and enhancement of the creative economy in Taos. As a result of these planning efforts the Town of Taos is soliciting proposals for repurposing the buildings.

The LESSEE shall maintain property and general liability insurance in an amount at least equal to the value of the property, any item(s) and/or property contained therein, and to satisfy the requirements of the New Mexico Tort Claims Act. LESSEE shall ensure that the Town be named as additional insured on all insurance policies, and shall provide a copy of such policies to the Town Legal Department. See NMSA41-4-19 for limits.

The proposal response shall not include requests for subsidies. No proposal shall be considered for a term longer than 20 years.

The successful Firm/individual will be required to execute a Contract; The Contract will incorporate the selected Firms'/individuals' proposal, scope of services and other pertinent requirements and details. Included with this RFP is a Campaign Contribution Disclosure Form which needs to be filled out and filed with the Town, via the Town Procurement Officer upon award of the Contract.

### Rio Grande Hall

Rio Grande Hall is the largest, most versatile room with 7,536 square-feet of space, meetings and banquets for up to 400 attendees can be handled with ease in the open hall. Rio Grande Hall can also be divided into four breakout rooms providing for several concurrent sessions.

### Bataan Hall

Bataan Hall, with its raised ceilings and built in stage area, provides for meetings and banquets of up to 375 attendees and 6,052 square-feet of exhibit space. The room's 560 square foot stage has been used for presentations, lectures, concerts and more. Bataan and Rio Grande are connected by hallways, which provide reception and service areas.

The following table covers utility cost for the Fiscal Year 12-13

	Utilities		
	Gas	Light	Water
JULY	\$ 53.38	\$ 1,500.65	\$ 659.49
AUG	\$ 46.00	\$ 1,723.29	\$ 569.33
SEPT	\$ 61.39	\$ 1,356.47	\$ 572.55
OCT	\$ 132.55	\$ 1,486.34	\$ 672.37
NOV	\$ 535.10	\$ 2,079.69	\$ 524.25
DEC	\$ 1,259.35	\$ 1,826.18	\$ 521.03
JAN	\$ 1,961.93	\$ 1,521.32	\$ 487.91
FEB	\$ 1,602.65	\$ 1,902.93	\$ 496.46



MARCH	\$ 1,258.93	\$ 1,255.48	\$ 510.14
APRIL	\$ 711.18	\$ 1,166.74	\$ 489.62
MAY	\$ 371.91	\$ 1,991.53	\$ 564.86
JUNE *	\$ 150.00	\$ 1,500.00	\$ 450.00
*estimated amounts			
	\$ 8,144.37	\$ 19,310.62	\$ 6,518.01

The specific room dimensions are outlined below:

#### Room Dimensions

#### Square Feet Size

Bataan Hall 5,963 (67 X 89) ceiling height 15'  
 Bataan w/stage +432 (27 X 16) ceiling height 10'

Rio Grande Hall 7,238 (48 X 157) ceiling height all rooms 13'

Room A 2,209 (47 X 47)

Room B 1,551 (47 X 33)

Room C 1,363 (47 X 29)

Room D 2,115 (47 X 45)

The respondent shall:

1. Demonstrate their financial solvency.
2. Pay for all of the operations and maintenance costs.
3. Pay for all proposed capital improvements. \*
4. Not request any subsidy from the Town as a part of their proposal.
5. Maintain the architectural integrity of the exteriors of the buildings.
6. Provide for public space and public uses.
7. Propose a lease not to exceed a 20 years

- \*Negotiable

## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

**A) EVALUATION:** All Responses received will be evaluated by an Evaluation Committee. The following factors will be considered in making the selection of the qualified Respondents with maximum possible points:

The Town will select the proposal which demonstrates the respondent's experience and ability to meet the requirements of the Town Council. Each proposal will be evaluated and ranked based on the following criteria:

1. Amount of projected revenue to the Town (35 points)
2. Financial solvency (25 points)
3. Value and priority schedule for capital improvements (10 points)
4. Maintain the architectural integrity of the buildings (5 points)
5. The proposed length of the lease (5 points)
6. The experience and qualifications of the respondent in managing building renovations (10 points) and managing the operations (10points)

Each Response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Town or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with the Town or to an incumbent thereof. The Town reserves the right to make additional inquiries and may request the submission of additional information.

### B) SHORTLIST EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Respondents are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. The amount of projected revenue to the Town - Provide information regarding the amount of projected revenue for the Town and what information was used in calculating at the amount. (Also identified in Item #2 and 6 under Mandatory Information)
2. Financial Solvency - Demonstrate through historical documentation your ability to meet all of your debts or financial obligations. (Also identified in Item #2 under Mandatory Information)
3. Value and priority schedule for capital improvements - Describe your proposal for addressing renovations and capital improvements, by cost and priority. (Also referred to in Item #4, 6, under Mandatory Information)
4. Maintain the architectural integrity of the buildings - Describe in detail any anticipated changes to the design of the interior or exterior of the buildings and how the present architectural style will be maintained.
5. The proposed length of the lease - describe required time period- should not to exceed 20 years.
- 6 The experience and qualifications of the respondent in managing building renovations and operations- describe in detail your past experience, qualifications and any other pertinent information that supports your property management skills.

**Respondent to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, capability to manage service facilities and personnel, and that service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).**

A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

### C) GENERAL SUBMITTAL REQUIREMENTS:

**1.) NUMBER OF COPIES:** One original, **plus five copies (six total)** of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.

**2.) RESPONSE FORMAT:** Responses shall be in the same order as the requirements listed below and in the following section. Each Response should be prepared simply and economically. Please limit total number of pages to 30 (excluding tabular divider. **required forms and financial statements**). Please describe your proposed approach to meeting the requirements of the specifications any other narrative which supports your proposal:

**3.) RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.

**MANDATORY INFORMATION:**

Identification information:

- a. Complete name and address of the entity;
- b. Incorporation papers with bylaws if applicable;
- c. List of board of directors and executive directors with addresses;
- d. Resumes of all directors and officers.

2. Evidence of financial solvency:

- a. Financial statements for last three (3) years;
- b. Projected income for the following three (3) years.
- c. Date of Business establishment

3. Evidence of organizational capacity:

- a. Brief history of the entity;
- b. Organizational chart of the entity;
- c. Business plan for the operation and management and proposed project (including cash flow analysis);
- d. Evidence of ability to manage the project, such as, but not limited to:
  - (1) List and description of previously completed projects; and
  - (2) Resumes of key staff involved with project;
- e. The entity shall disclose the following information (if the answer is yes, the entity shall attach a written explanation):
  - (1) Has the entity or any of its officers ever been involved in a bankruptcy?
  - (2) Has the qualifying entity or any of its officers ever defaulted on obligations on which payments are not current?
  - (3) Does the qualifying entity have any loans or other financial obligations on which payments are not current?

4. Funding sources for the proposed project:

- a. Equity investment of qualifying entity;
- b. Funding sources with copies of letters of commitment of the intent to fund.

5. A complete and specific description of the proposed project, including, but not necessarily limited to:

- Business activities to be conducted;
- Management and staffing requirements;
- Property and equipment requirements;
- Market analysis;
- Transportation requirements;
- Proposed renovations and capital improvements, by cost and priority;
- Utility requirements, including, but not limited to, electric, gas, and water;
- Solid and liquid waste disposal requirements;
- Infrastructure requirements;
- Regulatory compliance requirements;

6. A complete and specific cost benefits analysis. The source and rationale for any multiplier effects shall be identified.



7. A complete and specific description of the proposed project's substantive contributions to the Town including, but not limited to, such factors as jobs, expanded tax base, property or any other thing of service or value for the expansion or improvement of the economy.
8. A complete and specific description of the employee job training and career development plan for the proposed project.
9. Any other information the respondent deems necessary to establish their qualifications.

## Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Transmittal Letter
- Table of Contents
- Response to Evaluation Criteria 1 through 8.
- Response to Mandatory Information requirements.
- Other Supporting Material, if applicable
- Required Forms or documentation

Within each section of their proposal, Respondents should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Respondents may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in Other Supporting Material.

## Transmittal Letter

The Respondent shall submit a formal transmittal letter on *official company letterhead* that contains the following:

### *Statement of Interest*

This statement shall indicate your general interest and capability to perform the project. It shall also include a brief summary of any information that you feel might be especially important to the Town of Taos.

### *Statement of Proposal Life*

The proposal must have a *proposal life* of at least one hundred twenty (120) calendar days from the RFP due date. This shall represent the minimum time during which the proposal is a firm offer and a contract may be entered into based upon it.

### *Statement of Acceptance*

This statement shall state acceptance of all terms and conditions of the Town of Taos RFP and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions.

### *Contact Person*

Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal. Include also the location of the office with the hours of operation at that location.

### *Signature of Authorized Representative*

An authorized representative of the firm **must** sign the transmittal letter.

## References

Please provide a detailed list of references (3 minimum) that can attest to the information you provide to include contact names, addresses, phone and e-mail.

**Shortlisting:** The Town may shortlist the Respondents based upon responses to the above items. If necessary, the Town will conduct interviews/demonstrations. The Town will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The Town will not reimburse oral presentation costs of any Respondent.

DRAFT

## SECTION 5 – REQUIRED FORMS

### FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Response Form (blank form attached to this Request for Proposals)
- (2) Campaign Disclosure (blank form attached to this Request for Proposals)

***Failure to complete and submit these forms with your Response may result in it being deemed non-responsive and rejected without further evaluation***

\*Download solicitations, addenda and forms at <http://www.taosgov.com/finance/solicitations>

## RESPONSE FORM

**Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.**

**TO: Town of Taos:**

The Undersigned hereby offers and agrees to comply with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Respondents, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to enter into a contract with the Town, for the term agreed to in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable ethics or anti-kickback provisions of the Town's Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No Response shall be accepted which has not been manually signed in ink in the appropriate space below:**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

Acknowledged before me by \_\_\_\_\_ (name) as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (company) this \_\_\_\_\_ (day) of \_\_\_\_\_, 200\_\_.

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal

## Attachment 1

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY AND PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAD MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services or construction

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS** applies to contributions made to the following Public Officials: **DARREN CORDOVA, MAYOR**

**COUNCIL MEMBERS:**

**RUDY C. ABEYTA**

**ANDREW T.GONZALES**

**FREDERICK A. PERALTA**

**MICHAEL A. SILVA**

Contribution made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) made: \_\_\_\_\_

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**OR**

**NO** CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DRAFT





**July 9, 2013**

---

**Title:**

Proposed Water Conservation Ordinance

**Summary:**

Recommendations by the Town Manager regarding water conservation during drought conditions.

**Background:**

Submitted by Oscar Rodriguez

**Attachments:**

Click to download

📎 [Draft Proposed Water Conservation Ordinance](#)

**AUTHORITY TO IMPOSE DROUGHT RESTRICTIONS AND WATER RATIONING:**

A. Water Conservation Program Imposed: The mayor or the governing body is authorized to impose the following water conservation program on the use of the water supply as may be necessary to conserve water to protect the health, safety, and welfare of the citizens of the town.

B. Phases: It is the intent of the town council to implement a water conservation program that is incrementally phased and based on the town's water production capacity of its municipal wells and the prevailing local drought conditions as declared by the Council. The following phases will be triggered by the criteria shown in subsection C of this section:

1. Phase 1: Normal conditions:

- a. No outdoor landscape watering between the hours of ten o'clock (10:00) A.M. to six o'clock (6:00) P.M. between April 1 to November 1. Sprinklers shall be turned off on windy or rainy days in this phase.
- b. Customers shall be allowed to wash their vehicles and to water lawns, landscaping, etc., depending upon their street addresses as follows: odd numbered addresses water on odd numbered calendar days and even numbered addresses water on even calendar days. Customers are encouraged to limit said watering to a maximum of two (2) hours per day per area.
- c. Both even and odd addresses may hand water or drip irrigate their plants, flowers and tree wells any day of the week. These customers are encouraged to hand water or drip irrigate a maximum of one hour per day per section to be watered or irrigated.
- d. Plants, flowers and tree wells may be watered by the use of handheld buckets or sprinkler cans that have been filled from hose bibs or interior faucets every day of the week.
- e. Watering recreation fields belonging to the Taos municipal school district, Taos County, and the town of Taos is permitted.

2. Phase 2: Moderate conditions:

- a. No outdoor landscape watering between the hours of ten o'clock (10:00) A.M. to six o'clock (6:00) P.M. between April 1 to November 1. Sprinklers shall be turned off on windy or rainy days in this phase.
- b. Customers shall be allowed to wash their vehicles and to water lawns, landscaping, etc., two (2) days per week with sprinklers as follows:

(1) Even addresses: Tuesday and Saturday.

(2) Odd addresses; Wednesday and Sunday.

(3) Customers are encouraged to limit their watering to two (2) hours daily, per area to be watered.

c. Both even and odd addresses may hand water or drip irrigate plants, flowers and tree wells any day of the week. Customers using this provision are encouraged to water not more than one hour, per day, per area to be watered.

d. Plants, flowers and tree wells may be watered by the use of handheld buckets or sprinkler cans that have been filled from hose bibs or interior faucets every day of the week.

e. Watering recreation fields belonging to the Taos municipal school district, Taos County, and the town of Taos is permitted.

3. Phase 3: Serious conditions:

a. No outdoor landscape watering between the hours of ten o'clock (10:00) A.M. to six o'clock (6:00) P.M. Sprinklers shall be turned off on windy or rainy days in this phase.

b. Customers shall be allowed to wash their vehicles and to water lawns, landscaping, etc., one day per week with sprinklers as follows:

(1) Even addresses on Tuesday.

(2) Odd addresses on Wednesday.

(3) Customers are encouraged to limit their water to two (2) hours daily, per area to be watered.

c. Both even and odd addresses may hand water or drip irrigate plants, flowers and tree wells any day of the week. Customers using this provision are encouraged to water not more than one hour, per day, per area to be watered.

d. Plants, flowers and tree wells may be watered by the use of handheld buckets or sprinkler cans that have been filled from hose bibs or interior faucets every day of the week.

e. Watering recreation fields belonging to the Taos municipal school district, Taos County, and the town of Taos is permitted.

4. Phase 4: Severe conditions:

a. Outdoor landscape watering with sprinkler systems is prohibited.

b. Commercial car washes are not restricted.

c. Residential washing of vehicles and outdoor watering of landscaping for one hour, on one day per week, by handheld hose or drip irrigation shall be allowed as follows:

(1) Even addresses: Tuesday.

(2) Odd addresses: Wednesday.

d. Plants, flowers and tree wells may be watered by the use of handheld buckets or sprinkler cans that have been filled from hose bibs or interior faucets every day of the week.

e. The use of treated water for the operation of ornamental fountains is prohibited.

f. Watering recreation fields belonging to the Taos municipal school district, Taos County, and the town of Taos is permitted.

g. No outdoor washing of private buildings, streets, sidewalks, etc., except to remove hazardous materials, or to remove a dangerous condition which threatens the health, safety, or welfare of the public.

h. No temporary water meters for construction purposes shall be issued for fixture to fire hydrants. Previously approved meters may remain in use.

i. Minor water leaks shall be repaired within five (5) calendar days. Major water leaks shall be repaired immediately.

5. Phase 5: Extreme conditions (council declaration of emergency):

a. The use of sprinkler systems, garden hoses and drip irrigation systems is prohibited.

b. Plants, flowers and tree wells may be watered by the use of handheld buckets or sprinkler cans that have filled from hose bibs or interior faucets every day of the week.

c. No outdoor washing of buildings, streets, sidewalks, etc., including both private and public uses.

d. The use of treated water for the operation of ornamental fountains is prohibited.

e. Watering recreation fields belonging to the Taos municipal school district, Taos County, and to the town of Taos is not permitted ~~only if specifically authorized by the town council.~~

f. All use of temporary water meters for construction purposes shall be prohibited.

g. All water leaks shall be repaired immediately.

h. Any additional restrictions deemed appropriate by town council.

C. Triggers For Water Conservation Phases: The triggers for determining the appropriate water conservation phase shall be based either on the combined operational capacity of the town's municipal water system or the local drought conditions. The trigger levels for each phase are as follows:

Phase	Trigger (Percentage Of Total Municipal Well Production)	<u>Council Action</u>
1: Normal	90 - 100	
2: Moderate	80 - 90	<u>Council-declared Drought</u>
3: Serious	70 - 80	<u>Council-Declared Serious Drought</u>
4: Severe	60 - 70	<u>Council-Declared Severe Drought</u>
5: Extreme	Less than 60 or any situation that may immediately jeopardize water production levels	<u>Council-Declared Water Emergency</u>

Formatted Table

Formatted: Centered

It is intended that any changes to what phase the town is to be in, will occur immediately based on water production levels, with the exception of phase 5 which will require a town council declaration of emergency. Drought restrictions imposed as a result of a phase 5 declaration of emergency may be lifted by the mayor or the governing body when the drought conditions have passed. Town administration will notify the public about changes in the phases through the issuance of public service announcements (PSA) to all local media and civic groups.

D. Miscellaneous: It is recommended that:

1. Eating establishments provide water to their patrons only upon request.
2. Shutoff nozzles shall be used on hoses for hand watering.
3. Potable water from the town's municipal water system should not be used to operate exterior ornamental fountains or similar structures.
4. Water conservation savings measures will be considered to be implemented and encouraged in new construction renovations.
5. Hotels and other boarding institutions shall notify their patrons of the need to reduce water waste by limiting towels and bedding exchanges, and limiting water usage if possible.

E. Enforcement Of Water Conservation Provisions:

- |
1. Authority to enforce this section shall be assigned to, but is not limited to, all police officers, code enforcement officers, and meter readers of the town of Taos. Other employees of the town may be assigned enforcement authority as deemed necessary by the town manager.
  2. Any responsible party who violates the provisions of this section shall be subject to the penalty provisions of section [13.04.310](#), "Penalty", of this chapter. (Ord. 11-11, 2011)

DRAFT



**July 9, 2013**

---

**Title:**

Airport Advisory Board Appointment

**Summary:**

Appointment of Mark Fratrack to the Airport Advisory Board (AAB) to replace resigning member John Hillyard for the remainder of Mr. Hillyard's term in accordance with Town Code 2.12. Term will expire in October, 2013.

**Background:**

Submitted by John Thompson, Airport Manager.

**Attachments:**

[Click to download](#)

No Attachments Available





**July 9, 2013**

---

**Title:**

Executive Session

**Summary:**

The Council will adjourn to go into Executive Session to discuss limited personnel matters in regards to the employment agreements for the Town Manager and Town Attorney, pursuant to NMSA 1978 10-15-1-H(2). Action to follow.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available





**July 9, 2013**

---

**Title:**

Employment Agreements

**Summary:**

Consideration and possible approval of amendments to the Town Manager's and Town Attorney's employment agreements.

**Background:**

**Attachments:**

Click to download

- 📎 [Current Employment Agreement - Town Manager](#)
- 📎 [Current Employment Agreement - Town Attorney](#)

## EMPLOYMENT AGREEMENT

**ORIGINAL**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into this 21<sup>st</sup> day of May, 2012, by and between the Town of Taos, New Mexico, a municipal corporation (hereinafter referred to as "Town", "Governing Body", or "Employer") and Oscar S. Rodriguez (hereinafter referred to as "Employee" or "Town Manager").

**WHEREAS**, the Employer desires to retain the services of the Employee as the Town Manager for the Town of Taos; and

**WHEREAS**, the Employer and the Employee desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between the Town and the Employee; and

**WHEREAS**, the Governing Body of the Town at their May 18, 2012 regular Council Meeting authorized the Mayor to execute this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set out below, and other good and valuable consideration, the parties hereby agree as follows:

### **Section 1: Term**

- A. The term of this Agreement will commence on the date set forth in the introductory paragraph of the Agreement and will continue until terminated by either party in accordance with the provisions contained in Section 11 of this Agreement.
- B. The Town Manager agrees that he will neither accept other employment nor become employed by any other employer until this Agreement is effectively terminated in accordance with the provisions contained in Section 11 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Governing Body to terminate the services of the Town Manager at any time, with or without cause, as set forth in Section 11 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Town Manager's right to resign at any time from his position, subject only to the provisions set forth in Section 11(A) of this Agreement.

### **Section 2: Duties**

During the term of his employment pursuant to this Agreement, the Town Manager shall manage the affairs of the Town, oversee the staff, assist with policy making decisions, advise the Governing Body, and perform any and all duties normally delegated by a municipality to its Town Manager, as said duties may be detailed, delineated, or amplified by the Governing Body, and as specified by job description, federal or state law, and Town ordinance or resolution.

The Town Manager will devote his full time, attention, and abilities to furthering the purpose of

the Town and will faithfully serve the Town and use his best efforts to promote the interests of the Town.

### **Section 3: Compensation**

- A. As consideration for the services provided pursuant to this Agreement, Employer agrees to pay the Town Manager an annual base salary of One Hundred Five Thousand Dollars (\$105,000.00) payable in equal installments in accordance with the Town's pay schedule for all employees.
- B. The Employer will review the Town Manager's compensation on an annual basis, not later than May 15. Factors that will be considered in such review will include, but not be limited to, the results of the Town Manager's annual review as set forth in Section 12 of this Agreement, the Town's finances and budget priorities.

### **Section 4: Expenses and Professional Dues**

- A. The Employer will reimburse the Town Manager for necessary and reasonable travel and other out-of-pocket expenses incurred in connection with the performance of his duties and responsibilities, to further his professional development, or to carry out any lawful request made of the Employee by the Mayor or Council, in accordance with and at the rates prescribed by applicable provisions of Town of Taos Municipal Code (as amended), the New Mexico Mileage and Per Diem Act, NMSA (1978), §10-8-1 *et seq.* (as amended) or the Internal Revenue Per Diem Rates (as amended) and in accordance with the Governmental Conduct Act, NMSA (1978), §10-16-1, *et seq.* (as amended). In-state travel that is expected to exceed Five Hundred Dollars (\$500.00) or any out-of-state travel must be approved in advance by the Governing Body. The Governing Body may, in its sole discretion, deny the request if it determines that the travel is not necessary or beneficial to the Town, the cost is not reasonable, or the Town has budgetary constraints or priorities that counsel against the expenditure. To the extent that the Town's budget lawfully permits, the Employer authorizes the Town Manager to attend the annual conferences of the International City/County Management Association and the New Mexico Municipal League as part of his professional development.
- B. Subject to the Town's budgetary constraints, the Employer agrees to budget for and to pay for the Town Manager's professional dues and subscriptions necessary for continuation and full membership in the International City/County Management Association and the New Mexico Municipal League, and possibly other national, regional, state, and local associations and organizations the Town determines are necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

### **Section 5: Benefits**

The Town Manager will be entitled to participate on equal terms and conditions in all insurance and other benefit plans, including retirement, offered to regular, full-time Town of Taos employees.

## **Section 6: Personal Leave**

During the term of his employment, the Town Manager will be entitled to accrual of personal leave in accordance with Ordinance 12-06 of the Town of Taos. Vacations shall be taken at times that the Town Manager deems will not interfere with his duties hereunder, but he shall take a total of at least ten (10) vacation days annually, with at least one (1) period of vacation to include five (5) consecutive business days.

*Negotiated at maximum allowance set forth in  
Town Code 3.88.060.*

## **Section 7: Automobile Allowance**

The Employer agrees to pay to the Employee, during the term of his employment with the Town pursuant to this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Six Hundred Dollars (\$6,600.00) per year, payable in equal installments according to the Town's pay schedule, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle in accordance with Ordinance 12-06 of the Town of Taos.

The Town Manager agrees to indemnify, defend and hold harmless the Town and its elected officials, employees, agents, attorneys and insurers against any legal or administrative suit, claim or demand of any nature resulting from or in any way related to the Town's vehicle allowance payments to the Employee, whether the claim or demand is filed by the Employee or a third party. The Town Manager further agrees that he is solely responsible for any federal or state tax implications or impact to his PERA retirement benefits that may result from the Employer's payment to him of an automobile allowance.

## **Section 8: Technology**

The Employer shall provide the Town Manager with a lap top computer and a Fifty Dollar (\$50) monthly stipend for a cellular phone in accordance with the policies of the Town of Taos. The monthly stipend will be paid in equal installments as part of the Town Manager's regular pay checks. The Town Manager agrees that he is solely responsible for any federal or state tax implications that may result from the Employer's payment to him of the cellular phone stipend.

## **Section 9: Indemnification**

To the extent permitted by law and in accordance with the Town's insurance policy, the Employer shall indemnify, defend and hold harmless the Town Manager against any tort, professional liability claim or demand, or other legal action arising out of an alleged act, error or omission occurring in the performance of the Employee's duties and responsibilities. The Town Manager understands and agrees that the Town and the Town's insurer shall have the right to settle or otherwise compromise any claim, demand or other legal action brought against him in his individual or official capacity.

## **Section 10: Conflict of Interest**

The Town Manager represents that he presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of his duties and responsibilities under this Agreement.

## Section 11: Termination

- A. **Voluntary Resignation.** The Employee may terminate his employment with the Employer at any time by giving thirty (30) days written notice to the Governing Body.
- B. **Termination for Just Cause.** The Governing Body may, by affirmative vote of a majority of its members, terminate the Town Manager's employment at any time for just cause as defined by state law, without prior notice or payment of any compensation either by way of anticipated earnings, severance pay, or damages of any kind. Non-exhaustive examples of unacceptable conduct that constitutes just cause are described in Section 3.92 (Employee Conduct) of the Town of Taos Municipal Code, as amended from time to time.
- C. **Termination of Town Manager's Employment Without Cause.** The Governing Body shall have the right by affirmative vote of a majority of its members to terminate the Town Manager's employment hereunder at any time without cause under the following terms:
- i. the Governing Body shall give the Town Manager six (6) months written notice; or
  - ii. the Governing Body shall pay to the Town Manager severance pay in accordance with Town of Taos Ordinance No. 12-06 within thirty (30) days after the effective date of termination; and
  - iii. under either option, the Employer shall pay to the Employee all outstanding and accrued salary and accrued but unused personal leave to the effective date of termination within thirty (30) days after the effective date of termination and reimburse the Employee for all proper and reasonable expenses incurred by the Employee in carrying out his duties to the Employer prior to the effective date of termination (Employer will be responsible for paying its portion of taxes on such compensation and for deducting employee's portion of taxes consistent with applicable laws and the information contained on his W-4);
  - iv. if, at the effective date of termination under either option, there were any memberships in any professional organizations paid for by the Employer that were for the professional development of the Employee, the Employer will not take any action to terminate such memberships, but need not renew any such membership that expires; and
  - v. under either option, the Employer agrees to make payments contemplated by this Section 11(C) irrespective of whether the Employee finds (or seeks) alternative employment.
- D. **Constructive Dismissal.** In the event the Employer alters the Town Manager's remuneration, title, reporting relationship, or responsibilities to the extent that the Employee has been constructively dismissed as defined and interpreted by state law, the Employer shall make all the payments and provide the benefits specified in Section 11(C) hereof, within thirty (30) days after the effective date of such constructive dismissal.
- E. **No Payment if Just Cause, Disability, Death, Resignation, or Retirement.** The Employer shall not have any obligation to make any of the payments described in Sections 11(C), or 11(D), other than the payment contemplated in subsection 11(C)(iii), if:

- i. the Employee's employment with the Employer has been terminated for just cause; or
- ii. the Employee's employment terminates because of his death or retirement; or
- iii. the Employee resigns from employment for reasons other than the reasons specified in Section 11(D).

#### **Section 12: Annual Review**

The Employer shall annually review the performance of the Town Manager. The entire evaluation process shall be completed by April 15. This evaluation shall be subject to a process, form criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee no later than July 30, 2012. The process at a minimum shall include the opportunity for both parties to (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee no later than April 30.

#### **Section 13: Hours of Work**

Both parties recognize and agree that the Employee must devote a great deal of time beyond normal office hours to tend to the business of the Town and related duties of his position as Town Manager. The Town Manager is expected to maintain a minimum of a forty-hour workweek and, unless compelling circumstances justify otherwise, comply with the Town's standard hours of operation.

#### **Section 14: Moving and Relocation Expenses**

- A. Employee agrees to establish residence within the corporate boundaries of the Town of Taos immediately upon employment by the Employer, and thereafter to maintain residence within the corporate boundaries of the Town of Taos.
- B. The Employer shall pay within thirty (30) days from the start of this Agreement a lump sum of Eight Thousand Five Hundred Dollars (\$8,500) to the Employee to cover his relocation costs.
- C. The Town shall allow the Employee and his family to occupy the house it owns at 501 Sunset Street as transitional housing for up to thirty (90) days from the effective date of this Agreement to facilitate his expeditious relocation to the Town of Taos. The Employee shall be responsible for payment of all normal utility fees and nominal upkeep for this house during his stay. Upon expiration of the thirty (90) day period, the Employee shall have the option to continue to occupy this house on a month-to-month basis until he is able to secure permanent housing for himself and his family. If he chooses to continue to occupy the home after the expiration of the thirty (90) day period, the Town Manager shall pay monthly rent at market rate and be responsible for payment of all normal utility fees and nominal upkeep for this house during his stay.

**Section 15: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee by the Town or pursuant to any law or ordinance.

**Section 16: Covenants of the Employee**

The Employee acknowledges that:

- A. in the course of carrying out, performing, and fulfilling his responsibilities to the Employer, the Employee will have access to and will be entrusted with, receive and maintain confidential and proprietary information of the Employer relating to the Town's business;
- B. he will keep all confidential and proprietary information confidential to the extent permitted or required by law; and
- C. in the course of performing his obligations to the Employer hereunder, the Employee will be one of the principal representatives of the Employer and as such will be significantly responsible for enhancing the goodwill of the Employer.

Page 119

**Section 17: Conflicts with the Law**

To the extent any provision in this Agreement conflicts with current or future federal or state laws, or the Town of Taos Municipal Code, the parties agree that the conflicting provision(s) of this Agreement shall be amended to comport with the applicable law(s) or provision(s) of the Town of Taos Municipal Code.

**Section 18: Severability**

Each of the sections contained herein shall be and remain separate from, independent of, and severable from all and any other sections herein except as otherwise indicated by the context of this Agreement. Any decision or declaration that one or more of the sections or subsections are null and void or contrary to provisions of federal or state law, or Town's Municipal Code shall have no effect on the remaining sections or subsections in this Agreement.

**Section 19: Notices**

Any notice in writing required or permitted to be given to the Employee shall be delivered personally or sent by registered mail, postage prepaid, addressed to the Employee at his last residential address contained in his personnel file. Any such notice mailed shall be deemed to have been received by the Employee on the second business day following the date of mailing. Any notice in writing required or permitted to be given to the Employer shall be given by registered mail, postage prepaid, addressed to the Town of Taos Council and Mayor at 400 Camino de la Placita, Taos, New Mexico 87571. Any such notice mailed shall be deemed to have been received by the Employer on the second business day following the date of mailing. The addresses for the giving of notices may be changed by either party by providing written notice to the other party.

## **Section 20: Termination of Prior Agreements**

Any previous agreements, written or oral, express or implied, between the Employee and Employer relating to the employment of the Employee by the Employer are terminated and cancelled, and the Employee and the Employer release and forever discharge each other of and from all manners of action, causes of action, claims, and demands whatsoever under or in respect to any such prior agreement.

## **Section 21: Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto and contains all of the covenants, representations, and warranties of the respective parties. There are no oral representations between the parties of any kind. This Agreement may not be amended in any respect except by written instrument, duly executed by the parties. Any oral amendments or modifications will be of no force or effect and will be void.

## **Section 22: Other Terms and Conditions**


- A. **No Oral Waiver.** Neither party may waive or shall be deemed to have waived any rights it or he may have under this Agreement (including under this Section) except to the extent that such waiver is in writing and duly executed by the parties.
- B. **Legal Representation.** The Employee acknowledges to the Employer that he has been represented or has had the opportunity to be represented by separate legal counsel in connection with the negotiation and finalization of this Agreement.
- C. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.
- D. **Jurisdiction and Venue.** Any legal proceeding brought against either party arising out of this Agreement shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
- E. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

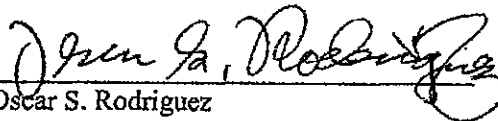
Cell phone allowance negotiated w/ Mayor at \$50 bi-weekly

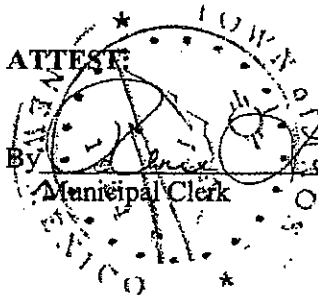



IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

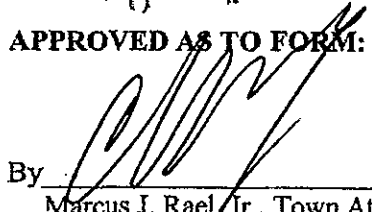
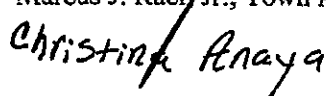
**TOWN OF TAOS**

By   
Darren Cordova, Mayor

By   
Oscar S. Rodriguez


ATTEST  
  
By   
Municipal Clerk

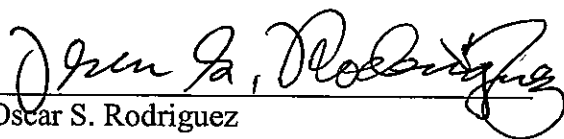
APPROVED AS TO FORM:

By   
Marcus J. Rael Jr., Town Attorney  



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

**TOWN OF TAOS**

By   
Darren Cordova, Mayor

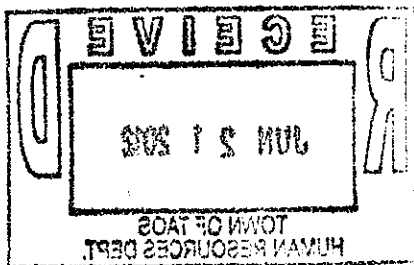
By   
Oscar S. Rodriguez

Page 122

**ATTEST:**  
By   
Municipal Clerk


**APPROVED AS TO FORM:**


By \_\_\_\_\_  
Marcus J. Rael, Jr., Town Attorney

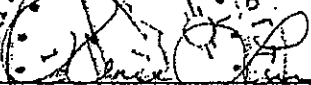


IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

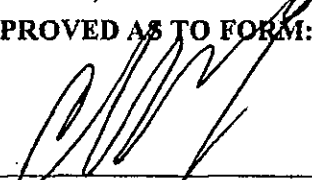
**TOWN OF TAOS**

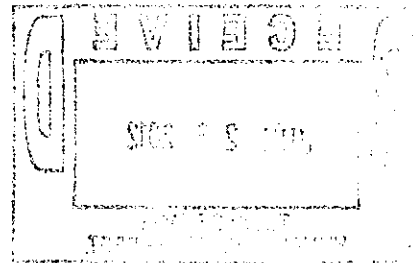
By   
Darren Cordova, Mayor

By   
Oscar S. Rodriguez

ATTEST  
By   
Municipal Clerk

APPROVED AS TO FORM:

By   
Marcus J. Rael Jr., Town Attorney  
*Christina Anaya*





## ORDINANCE 12-06

### AN ORDINANCE AMENDING CHAPTER 3.64, SECTION 3.64.050 and 3.64.110; CHAPTER 3.88, SECTION 3.88.060; AND CHAPTER 3.124, SECTION 3.124.080 OF THE TAOS TOWN CODE

This ordinance amends the Taos Town Code with respect to Compensation and Benefits, Termination and Severance Pay, Personal Leave, and Vehicle Allowance.

WHEREAS, The Town Council, the Governing Body of the Town of Taos, finds it necessary to amend Section 3.64.050 of the Town Code as it applies to Compensation and Benefits for the five (5) at-will positions which include town manager, town attorney, town clerk, finance director and chief of police; Section 3.64.110 of the Town Code as it applies to Termination and Severance Pay; Section 3.88.060 of the Town Code as it applies to Personal Leave; and Section 3.124.080 of the Town Code as it applies to Vehicle Allowance.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session this 8<sup>th</sup> day of May, 2012, and after having held a public hearing on the matter that the following Ordinance is hereby adopted, approved and ratified:

*In Chapter 3.64, Section 3.64.050: Compensation and Benefits, the Town Code is amended as follows:*

#### **3.64.050: COMPENSATION AND BENEFITS:**

In Chapter 3.64, Section 3.64.110: Termination and Severance Pay, the Town Code is amended as follows:

- A. The town manager may negotiate a compensation package with the mayor, subject to the approval of the town council. In addition to compensation, the manager shall receive retirement and insurance benefits consistent with those offered to all Town employees, severance benefits as otherwise provided in Town Code 3.64.110, and shall receive such personal leave and vehicle-allowance benefits as may be agreed to by the mayor and council but not to exceed the maximum allowance set forth in Town Code 3.88.060.

- B. The town clerk, town attorney, chief of police, and finance director may negotiate a compensation package with the town manager under the overall direction of the mayor and subject to approval of the town council. In addition to compensation, these appointed officials shall receive retirement and insurance benefits consistent with those offered to all Town employees, severance benefits as otherwise provided in Town Code 3.64.110, and shall receive such personal leave benefits as may be agreed to by the town manager, but not to exceed the maximum allowance set forth in Town Code 3.88.060.

*In Chapter 3.64, Section 3.64.110: Termination and Severance Pay, the Town Code is amended as follows:*

**3.64.110: TERMINATION AND SEVERANCE PAY:**

- A. Appointed officers of the Town shall earn severance pay, from the Town, to be paid unto them only upon termination from employment, or if not reappointed at the organizational meeting of the governing body. An appointed officer who is not reappointed shall not receive severance pay so long as the officer remains in the appointed position. The severance pay provision is provided to these employees recognizing that they may be terminated by the Town through no fault of their own. Severance pay benefits shall remain the property of the Town, but will accrue to the benefit of these employees. The amounts accrued, subject to the maximum accrual amounts provided herein, shall carry over from term to term.
- B. The town clerk, finance director and police chief shall earn severance pay benefits in addition to their basic compensation, at the rate of thirty (30) days base pay for each year of satisfactory service to the Town as follows:

At the completion of their first year of service to the Town – 30 days earned.

At the completion of their second year of service to the Town – 30 days earned.

At the completion of their third year of service to the Town – 30 days earned.

At the completion of their fourth year of service to the Town – 30 days earned.

The maximum accrual benefit that can be earned by the town clerk, finance director and police chief shall be one hundred twenty (120) days.

- C. The town manager and town attorney may negotiate up to 3-months (90 days) severance commencing at hire. The town manager and town attorney shall earn additional severance pay benefits, in addition to their basic compensation, at the rate of thirty (30) days base pay for each year of satisfactory service to the Town, commencing at the completion of the second year, as follows:

At the completion of their second year of service to the Town – 30 days earned.

At the completion of their third year of service to the Town – 30 days earned.

At the completion of their fourth year of service to the Town – 30 days earned.

The maximum accrual benefit that can be earned by the town manager and the town attorney shall be one hundred eighty (180) days. Negotiations for the town manager shall be made with the mayor; negotiations for the town attorney shall be made with the town manager.

- D. The finance director shall establish a special agency fund, and deposit therein, an amount sufficient to pay the severance pay benefits that may be due each fiscal year to the appointed officers of the Town. No expenditures may be made from this fund, unless the personnel administrator certifies that the employee has been terminated pursuant to this title. Payment shall be made to this employee by the town as provided in section 3.76.130 of this code.
- E. An appointed official who is terminated for cause shall forfeit all severance pay and the Town shall have no obligation whatsoever to pay the severance sum designated above. A termination "for cause" shall include conviction of any felony; any action involving dishonesty, breach of trust, financial misappropriation or similar breach of fiduciary duty or trust; insubordination; violation of any substance-abuse policy adopted by the Town; or other act of malfeasance as may be included in the appointed official's contract.
- F. In the event of termination of an appointed officer the Town shall also cause to be paid to him/her any personal leave pay which he/she may have accrued, subject to the limitations contained in section 3.88.060.
- G. In the event the appointed officer voluntarily resigns his/her position with the Town, before expiration of the aforesaid term, then the employee shall give the Town a minimum of four (4) weeks' notice in advance, unless the parties otherwise agree. Voluntary resignations shall automatically result in forfeiture of the severance pay and the Town shall have no obligation whatsoever to pay the severance pay. (Ord. 98-2 § 1, 1998; prior code § 2-54)

*In Chapter 3.88, Section 3.88.060: Personal Leave, the Town Code is amended as follows:*

**3.88.060: PERSONAL LEAVE:**

**A. Policy:**

- 1. **Employees Earning Personal Leave:** All regular and introductory employees earn personal leave. Personal leave is an employee benefit provided by the town government which provides time off from regular duty, with pay, when an employee schedules time off from work; is unable to work due to the employee's illness; or due to illness in the employee's immediate family. Personal leave may be taken from time to time in full workday increments or in smaller increments depending on unused accrual and subject to approval by the employee's immediate supervisor.

2. Personal Leave Request and Approval: All personal leave requests are subject to the approval of the department head and/or town manager or his/her designee.

Employees must submit a leave request form (TOT 103) at least seven (7) days in advance, except in cases of emergency or unanticipated illness. Every effort will be made to accommodate the employee's request, but final approval will depend upon the town's needs being fully met.

In the event a recognized holiday occurs during an employee's personal leave, the employee will be paid for the holiday and the time will not be charged to personal leave.

In case of an emergency or illness, notification must be made to the employee's immediate supervisor, of employee's request to take personal leave within fifteen (15) minutes or as soon as reasonable. A doctor's certificate attesting to an employee's illness and ability to resume regular duty may be required by the employee's immediate supervisor.

3. Abuse of Personal Leave: Abuse of personal leave may result in disciplinary action up to and including termination. "Abuse" is defined as taking personal leave when not authorized; abuse or misuse of the personal leave system resulting in hardship to the town; or continued abuse or misuse of the personal leave system when it is determined by the employee's department head that the employee is abusing personal leave. An employee abusing personal leave is subject to discipline as identified herein. The town reserves the right to deny pay for personal leave if it is determined that the claim was fraudulent or if the employee did not follow correct policies in requesting personal leave.
4. Benefits of Taking Personal Leave: Taking personal leave benefits both the employees and the town. Thus all employees are encouraged to take approved time off (personal leave) each year to relax and rejuvenate.
5. Personal Leave for Hourly Employees: Hourly employees may accumulate a total of twenty two (22) days (176 hours) of personal leave per year up to and including five (5) years of service. After five (5) years of service, the employee may accumulate up to twenty seven (27) days (216 hours) of personal leave per year. Personal leave is accrued on a bi-weekly basis at a rate consistent with the aforementioned annual accrual.
6. Personal Leave for Management Employees: Those employees classified as management employees as identified herein may accumulate twenty two (22) days (176 hours) of personal leave per year up to and including two (2) years of service. After two (2) years of service, the employee may accumulate up to twenty seven (27) days (216 hours) of personal leave per year. Personal leave is accrued on a bi-weekly basis at a rate consistent with the aforementioned annual accrual.
7. Maximum Accrual of Personal Leave: No more than five hundred (500) hours of personal leave will be accrued for Town employees. Personal leave will cap at five

hundred (500) hours and no additional leave will accrue once an employee's accrual reaches this cap.

8. Retirement or Separation from Employment: At retirement or separation from employment, all unused, accrued personal leave shall be paid out in one lump sum with the employee's final paycheck.

*In Chapter 3.124, Section 3.124.080: Vehicle Allowance, the Town Code is amended as follows:*

**3.124.080: VEHICLE ALLOWANCE:**

- A. Purpose: In the event that the town manager finds that it is more cost effective to the Town to provide a mileage reimbursement or allowance arrangement to an employee instead of providing a Town owned vehicle, the following policy shall apply:
- B. Policy: a vehicle allowance when authorized by the Town is intended to reimburse the employee for the use of his/her personal vehicle in the performance of their duties as a town official. The allowance is intended to cover the costs for all official travel by the employee within a 150 miles of the Town of Taos. An employee who is authorized a vehicle allowance shall:
  1. Not use a Town vehicle for the performance of his/her duties and responsibilities.
  2. Not be authorized mileage reimbursement for the use of his/her personal vehicle, unless the official travel is greater than 150 miles from the Town of Taos. In the event that the official travel is greater than 150 miles from the Town, the employee is authorized to request mileage reimbursement for the additional miles.
- C. Insurance: An employee who is authorized a vehicle allowance shall provide the finance director with proof of liability insurance, at a minimum of \$100,000/300,000 per person/per accident bodily injury liability; and \$50,000 per accident for property damage liability. The finance director shall file a copy of the liability policy prior to the initiation of the vehicle allowance.
- D. The mayor and the town manager are authorized to choose one (and only one) of the following options when traveling on official business:
  1. Vehicle Allowance pursuant to the policy in paragraph B above.
  2. Mileage Reimbursement pursuant to the Town's mileage reimbursement policy (an accountable plan, pursuant to IRS regulations, must exist if this option is selected).
  3. Use of a Town owned automobile.

The council may, at its option, authorize other officials these options if deemed necessary.



E. Taxable Value of the Allowance: The finance director shall include the amount of the vehicle allowance in the employee's wages for tax purposes for items 1 and 3 above. This will be reported in the employee's W-2 at the end of each calendar year.

F. Vehicle Allowance: Must follow IRS regulations based on the lease value of the vehicle provided by the employee. The town council has set the cap on the amount of vehicle allowance at \$253.84 bi-weekly (\$6,600 annually) per authorized employee. The town council reserves the right to amend the cap, by resolution, if deemed necessary.

This ordinance shall become effective as provided by law.

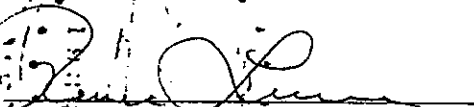
**ORDAINED, ADOPTED, AND APPROVED** this 8th of May, 2012 by the following vote:

Mayor Pro Tem Michael A. Silva	<u>yes</u>
Councilmember Rudy C. Abeyta	<u>yes</u>
Councilmember Andrew Gonzales	<u>yes</u>
Councilmember Fred Peralta	<u>yes</u>

**TOWN OF TAOS**

  
\_\_\_\_\_  
Darren M. Cordova, Mayor

**ATTEST**

  
\_\_\_\_\_  
Renee Lucero, Town Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Contract Attorney

## **EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the **TOWN OF TAOS** ("Employer" or "Town") and **C. BRIAN JAMES** ("Employee"); (Employee and Employer individually referred to as "Party" and collectively referred to as the "Parties") on the 5th day of June, 2012.

### **Section 1. Duties and Responsibilities**

1.1 Employee shall serve and perform the duties of the Town Attorney upon the terms and conditions set forth in this Agreement. Employee shall be responsible for all Town legal matters placed in his charge by the Town Manager of the Town of Taos ("Town Manager") and any other duties and functions the Town Manager shall from time to time assign.

### **Section 2. Performance Goals**

2.1 Employee shall report to the Town Manager or his or her designee on June 11, 2012.

2.2 The Town Manager, or his or her designee, and Employee shall, within ninety (90) days of the effective date of this Agreement, define Employee's goals and performance objectives. Those goals and performance objectives shall be updated annually at the time of Employee's performance evaluation.

### **Section 3. Annual Performance and Compensation Review**

3.1 The Town Manager shall review and evaluate Employee's job performance ("Performance Evaluation") at least once annually beginning no later than one (1) year after the effective date of this Agreement. All such Performance Evaluations shall consider Employee's attainment of the goals and objectives established pursuant to Section 2.2 above, and any subsequent revisions thereto. Performance Evaluations shall also take into consideration the relative priorities among the goals and objectives established for Employee. At the time of the Performance Evaluation or shortly thereafter, the Town Manager shall provide Employee with a written summary of the findings of the Performance Evaluation and provide an adequate opportunity for Employee to discuss his performance evaluation with the Town Manager.

3.2 If the Town Manager determines from the results of the Performance Evaluation that Employee's work performance is satisfactory, the Town Council shall review Employee's compensation and may, without Amendment to this Employment Agreement, increase Employee's base salary in accordance with the then-current Town pay plan, provided the Town Council determines in its sole discretion that funds are available for any such increase. Any increase in the base salary or other benefits which exceeds the increase otherwise applicable to other similarly situated employees under the Town's pay plan then in effect shall be approved only by Amendment to this Employment Agreement. However, nothing herein shall be construed as requiring Employer to increase Employee's compensation at any time or for any

reason. Employer shall not reduce the base salary, compensation or other benefits of Employee under this Agreement except to the degree such a reduction is applied generally to the department heads of Employer.

#### **Section 4. Compensation, Leave and Benefits**

4.1 Commencing June 11, 2012, Employee shall be paid an annual base salary of Ninety-Five Thousand Dollars (\$95,000.00), payable in the same installments as other employees of Employer are paid. The salary payments shall be subject to federal and state income tax withholding, and all withholding authorized by Employee or required by law. Employee shall be an employee of Employer and entitled to all benefits, at his option, as are available to other employees of Employer, as well as the benefits specified herein, provided however, that Employee shall not be entitled to duplication of any benefit.

4.2 Employee shall accrue personal leave at the highest rate provided to any other appointed employee of Employer. Such leave shall be governed by the Employer's Personnel Rules and Regulations.

4.3 Employee's position is a professional position, and as such, may require time commitments beyond a regular forty-hour work week. To fulfill the needs of the position, Employee acknowledges and agrees that he may work more than eight (8) hours in a day and more than five (5) days in a week. Employee acknowledges and agrees that the annual base salary set forth herein is full and fair compensation for any and all time committed by Employee, including any time committed outside of an eight (8) hour work day and/or a five (5) day work week.

4.4 Employee shall not accrue compensatory time and shall not be entitled to compensation or benefits by reason thereof.

4.5 Employer shall provide for health, vision, dental and comprehensive medical insurance and other benefits for Employee and his dependents equal to and to the extent that such benefits are provided to all other employees of Employer. Employer and Employee shall share payment of all premiums for Employee and Employee's dependents in the same proportion premiums are shared between Employer and other employees.

4.6 Employee shall continue to be eligible for all other benefits not specifically stated in this Agreement but which are afforded to other full-time Town employees. If applicable, Employer agrees that the payment of all benefits shall be made to Employee or his heirs according to the provisions of existing plan documents or benefit contracts in effect for all other full time Town employees. The testing requirements of Chapter 3.96, Article III shall apply only upon reasonable suspicion as defined

4.7 In carrying out Town business, Employee may use an Employer-furnished vehicle in accordance with Employer's policies, provided that Employee meets all requirements set forth by Employer for use of Town vehicles. Alternatively, if Employee's personal vehicle is used for business use, Employee shall be entitled to mileage reimbursement in accordance with Employer's Travel Rules and Regulations.

## **Section 5. Retirement**

5.1 Employee is eligible to participate in Employer's retirement and pension plans, including the Public Employee Retirement Association ("PERA") plan. Employer shall pay contributions into such plans on Employee's behalf, in accordance with the provisions of the plans and the policies of Employer.

5.2 Commencing June 11, 2012, Employer agrees to contribute 13.15% of Employee's annual base salary to Employee's PERA account. Employee's required contribution to Employee's PERA account shall be 9.15% of Employee's annual base salary. The provisions of this paragraph are subject to the rules governing PERA and are subject to change to assure conformance with PERA rules or in the event the contributions required by PERA change.

## **Section 6. Termination of Employment**

6.1 The parties may mutually terminate this Agreement in writing at any time and on any terms as they shall agree.

6.2 Employee may terminate this Agreement at any time by providing at least sixty (60) calendar days notice, in writing to the Mayor. In the event Employee terminates this Agreement pursuant to this provision, Employee shall not be entitled to any compensation or payment, including severance pay, other than the base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement or pension plan contributions made by the Employee, and all other benefits accrued through date of termination. The date of termination shall be sixty (60) calendar days from the date notice is received, or such other date as the parties agree.

6.3 The Town Council may terminate this Agreement unilaterally, without cause, at any time and for any reason. Such termination must be approved by a majority of the Town Council. The date of termination shall be the date of the vote of the Town Council or such date set by the Town Council, whichever is later. If the Town Council terminates this Agreement under this paragraph 6.3, Employee shall be entitled to the base salary, retirement and pension plan contributions made by the Employer and benefits earned through the date of termination and severance pay as defined in Town Ordinance 12-06, which shall be subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee. Employer shall not be required to make any retirement contributions or payments on any severance paid under this paragraph 6.3. Acceptance of this payment by Employee shall be deemed acceptance of liquidated damages and a release, indemnification and a promise to hold harmless Employer, the Town Council, and its employees from any claim by Employee arising under this Agreement or arising from or during his employment with Employer.

6.4 The Town Council may terminate this Agreement for cause. The date of termination shall be the date of delivery of the written termination notice. For purposes of this Agreement, "cause" shall include but not be limited to (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) material violation by Employee of any of his obligations under this Agreement, after notice and opportunity to cure given at least once in any 12-month

period; (c) conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse affect on Employee's ability to carry out his duties under this Agreement or upon the reputation of the Employer;; (d) conduct involving moral turpitude; (e) gross insubordination or repeated insubordination after written warning by the Town Council through its Chair; or (f) material and continuing failure by Employee to perform the duties and requirements established pursuant to Sections 1 and 2 above, in a quality and professional manner for at least sixty (60) calendar days after receipt of written warning from Council. Upon termination for cause, Employer's sole and exclusive obligation shall be to pay to or on behalf of Employee his base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions made by Employer and benefits earned through the date of termination. Employee shall not be entitled to any further compensation after the date of termination.

6.5 Death of Employee shall terminate this Agreement. The date of termination is the date of Employee's death. Upon the death of Employee, his estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of Employer as well as Employee's base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), made by Employer through his date of death, but this Agreement shall not require Employer to pay any additional sums and no other obligation to Employee, his heirs, representatives or assigns is created by this Agreement. This paragraph is not intended, and shall not be construed, to limit Employer's liability, if any, under the New Mexico Workers' Compensation Act.

6.6 If Employee is incapacitated for more than thirty (30) calendar days so that he cannot fulfill his responsibilities hereunder, Employer may terminate this Agreement with written notice to Employee. Employee shall be entitled to all benefits available to an employee of Employer under current law or Employer's then current policies or rules and regulations concerning disability. Upon such termination Employer shall pay to Employee all accrued base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions and benefits earned through date of termination. This paragraph is not intended, and shall not be construed, to limit Employer's responsibility and liability, if any, under the New Mexico Workers' Compensation Act or American with Disabilities Act Amendments Act.

For purposes of Section 6.6, Employee shall be incapacitated so that he cannot fulfill his responsibilities hereunder if he (1) has been declared legally incompetent by a Final Court Decree (the date of such decree being deemed to be that date on which the disability occurred), (2) has received disability insurance benefits from any disability income insurance policy maintained by the Employer for a period of three consecutive months (the date of disability being deemed to be that date on which the third consecutive payment is received), or (3) has been found by a licensed New Mexico physician to be disabled pursuant to a Disability Determination. A "Disability Determination" means a finding that Employee, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of his regular duties for the Employer and that such disability is determined or reasonably expected to last at least ninety (90) calendar days. The date of any

physician's written opinion conclusively finding Employee to be disabled is the date on which Employee shall be deemed to be incapacitated.

6.6 Employee may treat this Agreement as terminated under paragraph 6.3, above, if Employer reduces Employee's base salary or other benefits in a greater percentage than is generally reduced for Employer's department heads at that time or (2) Employer fails to substantially perform under this Agreement. Provided, however, that Employee must first give written notice to Employer of his intention to treat his employment as terminated, state with specificity the basis on which he deems his employment terminated and gives the Employer sixty (60) calendar days in which to cure the action or inaction upon which he bases his termination. If the action or inaction is not cured within sixty (60) calendar days of receipt of the notice then Employee's termination shall be deemed made sixty (60) days after the receipt of notice by Employer and Employee shall be entitled to all payments specified under paragraph 6.3 above. If the action or inaction is one which cannot be reasonably cured within sixty (60) calendar days then Employer will be considered to have cured the action or inaction for purposes of this Section if reasonable steps are taken to cure within sixty (60) days. If the action or inaction is cured or reasonable steps to cure have been taken if a cure cannot be made within sixty (60) days, Employee shall not be entitled to treat his employment as terminated.

6.7 Before Employer terminates this Agreement for any reason other than death of Employee or for cause as set forth in paragraph 6.4 above, the Town Manager shall request Employee's resignation. In the event Employer intends to terminate this Agreement for cause as set forth herein, the Town Manager, at Employer's sole discretion, may request Employee's resignation. If Employee does not provide a signed, written resignation to the Town Manager within five (5) days of the request (excluding the day of the request), then Employer may proceed to terminate Employee's employment hereunder. If Employee presents a signed, written resignation statement to the Town Manager within five (5) days of the request (excluding the day of the request) then Employee's employment with the Town may be terminated pursuant to paragraphs 6.3 or 6.4 above. If Employee does submit a timely resignation upon the request of the Town Manager, the effective date of termination shall be the date the written resignation statement is delivered to the Town Manager.

## **Section 7. Suspension from Employment**

7.1 Employer may suspend Employee with full pay and benefits for cause, as cause is defined by New Mexico law, and for such length of time as the Town Council deems appropriate if a majority of all of the members of the Town Council approves the suspension and length of suspension after a Town Council meeting at which the suspension is considered; provided that Employee is given written notice at least ten (10) calendar days prior to the meeting which notice must set forth the basis for the suspension as well as the length of suspension. Additionally, prior to the vote of the Town Council, Employee shall be afforded an opportunity to present to the Town Council all information he deems relevant to its decision. The presentation by Employee, if any, shall be made at a closed meeting of the Town Council to protect Employee's liberty and property interests arising from his employment hereunder.

## **Section 8. Business Expenses and Professional Development**

8.1 Employee shall be reimbursed for travel and out-of-pocket business expenses in accordance with the Employer's policies on such reimbursement.

8.2 Employee, as part of his duties as Town Attorney, shall annually present a budget for the Town Attorney's Office, consistent with budget policy and guidelines developed for other departments of the Town. Employer understands that the proposed budget shall include funds to pay for the New Mexico State Bar fees and travel and business expenses of Employee for professional and official travel, and meetings adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions. This may include one (1) national, regional, state or local group and/or committee on which Employee serves as a member and which is directly related to Employee's professional development.

8.3 Employee may also include in the Town Attorney's Office budget proposal requests for funds necessary to pay for travel, registration, and related business expenses for Employee's attendance at short courses, institutes and seminars that are necessary or desirable for his professional development, which requests must be pre-approved by the Town Council.

8.4 Although Employer recognizes that the submitted budget of the Town Attorney's Office shall include funds sufficient to pay for such professional development, business travel and related expenses, Employer is not obligated to approve the budget as submitted or to approve any such travel or expense except as set forth in the policy of the Employer.

## **Section 9. Outside Employment**

9.1 The position of Town Attorney is a full-time position. Employee shall provide his best efforts and dedicate himself full time to the completion of job responsibilities. Employee shall not accept any other contemporaneous employment involving more than ten (10) hours per week without the prior consent of the Town Manager. Occasional teaching, writing, and/or consulting performed on Employee's time off shall not violate the terms of this paragraph, and shall not require the prior consent of the Town Manager if it is determined that the teaching, writing, and/or consultation will not in any manner interfere with Employee's obligations to the Town. Employee shall promptly disclose to Employer any outside employment for which he is paid, including all those positions which do not require prior approval.

9.2 Employee shall not spend more than ten (10) hours per week in teaching, writing, consulting, or other non-Employer connected business without the prior approval of the Town Manager.

## **Section 10. Insurance Coverage**

10.1 Employee shall be entitled to all rights of coverage and defense as Employer's employee under the New Mexico Tort Claims Act 41-4-1 et. seq. NMSA 1978 and by liability insurance or self-insurance maintained by the Employer for the benefit of its employees.

## **Section 11. Bonding**

11.1 Employer shall bear the full cost of any fidelity or other bond(s) required of Employee under any law or ordinance. Employee warrants and represents that no circumstances exist which may affect Employee's ability to qualify for any such bond.

## **Section 12. Notices**

12.1 Notice under this Agreement shall be deemed given on the day personally delivered to the other party, or three (3) days after deposit in the United States Mail, first class postage pre-paid, to a party at the address set forth below:

EMPLOYER: Mayor, Taos Town Council  
400 Camino de la Placita  
Taos, New Mexico 87571  
Phone: (575) 751-2000  
Fax: (575) 751-2026

EMPLOYEE: C. Brian James, Town Attorney  
31 Blazing Star Circle  
Santa Fe, New Mexico 87506

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

## **Section 13. Effective Date**

13.1 This Agreement shall become effective as of the 11th day of June, 2012.

## **Section 14. General Provisions**

14.1 Integration. This agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

14.2 Severability. The invalidity or partial invalidity of any provision, paragraph, sentence or clause in this Agreement shall not affect the validity of the remainder of the Agreement. In the event that any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and effect.

14.3 To the extent that the terms and conditions of this Agreement conflict with the personnel policies and procedures of Employer, the terms and conditions of this Agreement shall control.

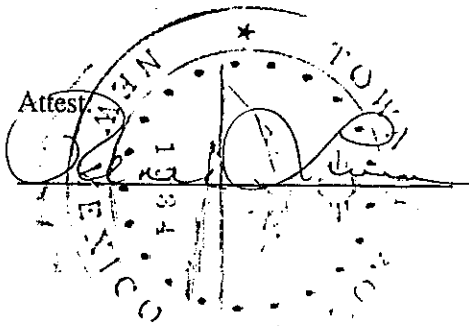


14.4 Each party hereto has been advised of its right to representation by counsel of its own choosing.

14.5 All references to "days" herein shall be business days unless otherwise specified.

14.6 This Agreement is contingent upon the prior approval of the Town Council, and nothing herein shall be construed as obligating Employer until such time as the Town Council approves, and Employer fully executes, this Agreement.

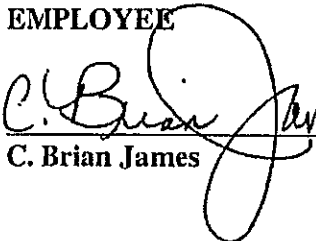
**IN WITNESS WHEREOF**, Employer has caused this Agreement to be signed and executed in its behalf by its Council Chair, and duly attested to by its Town Clerk, and Employee has signed and executed this Agreement to be effective as set forth herein.



**TOWN OF TAOS,  
NEW MEXICO**

By: 

**EMPLOYEE**

 5/30/12  
C. Brian James Date