



**AGENDA**  
**October 8, 2013**  
**Regular Meeting**

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

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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. September 10, 2013 Regular Meeting Minutes

6. 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.

*The items in the Consent Agenda below have been reviewed by the Mayor and the Mayor has placed these items on the Consent Agenda for the purpose of voting on all items with one vote.*

**7. CONSENT AGENDA**

A. Contract TT-14-97 Memorandum of Agreement New Mexico Department of Transportation

Consideration and possible approval of Memorandum of Agreement TT-14-97 with the New Mexico Department of Transportation Transit and Rail Division in the amount of \$720,604.44 for Federal FY 14/15 for Chile Line transit services.

B. Memorandum of Agreement TT-14-98 Transit Services to Taos Ski Valley

Consideration and possible approval of Memorandum of Agreement TT-14-98 with the Village of Taos Ski valley in the amount of \$30,000 for

transit services during the 2013-2014 ski season.

C. **Resolution 13-53 Budget Adjustment Request**

Consideration and possible approval of Resolution 13-53; Budget Adjustment Request to the following fund: 1) Community Grants Fund - increase revenues and expenditures in the amount of \$5,000 to account for the Cooperative Marketing Grant final award of \$40,000.

D. **Stray Hearts Animal Shelter Contract**

Approval of contract for Stray Hearts Animal Shelter, in the amount of \$72,000 inclusive of gross receipts tax to perform intake and care of animals brought into them by the Town of Taos Police Department Animal Control Officer.

## 8. MATTERS FROM STAFF

A. **Presentation from UNM Taos**

UNM Taos Executive Director, Kate O'Neill, will give a presentation regarding the repurposing of Rio Grande Hall and Bataan Hall.

B. **Architectural Research Consultant's Recommendations to Improve Permit Processing**

Briefing on Architectural Research Consultants' evaluation and recommendations to improve the Town's efficiency processing business permits, building permits and zoning permits.

C. **Resolution 13-41 Septage Discharge**

Consideration and possible approval of Resolution 13-41; A resolution revising the fees, policies, procedures, and regulations governing septage discharge at the Taos Valley Regional Waste Water Treatment Facility.

D. **Presentation on Plans for Improving Paseo del Pueblo Norte/Sur**

Public Works Director Francisco "French" Espinoza will give a presentation on the New Mexico Department of Transportation's plans for improving Paseo del Pueblo Norte/Sur.

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

A. **Resolution 13-54 Transfer of Anciano's Building to Taos County**

Consideration and possible approval of Resolution 13-54 transferring the Anciano's building owned by the Town of Taos to Taos County.

B. **Presentation**

Brief presentation by Supporters of D.H. Lawrence Ranch Project.

C. **Resolution 13-55 Acknowledging Annexation Order**

Consideration and possible approval of Resolution 13-55 acknowledging an annexation order of the New Mexico Boundary Commission dated September 30, 2013 from a hearing held on May 23, 2013.

D. **Local Government Hospital Task Force**

Discussion and possible action to create a Local Government Hospital

Task Force.

E. **Joint Powers Agreement for Dispatch Services**

Discussion and possible approval of Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

**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/>.*



**October 8, 2013**

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**Title:**

September 10, 2013 Regular Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

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 [Minutes](#)



MINUTES  
September 10, 2013  
Regular Meeting

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

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 6:47 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 Gonzales led the audience in the Pledge of Allegiance.**

4. APPROVAL OF AGENDA

**Councilmember Silva made a motion to approve. Councilmember Peralta**

seconded the motion. The motion was Passed. Those voting AYE were:  
Councilmembers: Abeyta, Gonzales, Peralta, Silva.

## 5. APPROVAL OF MINUTES

### A. August 13, 2013 Regular Meeting Minutes

Item Result: Approved

**Councilmember Silva made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

## 6. AWARDS AND RECOGNITIONS

### A. Mayor's Appointment of Chief of Police

Pursuant to Town of Taos Governance and Personnel Ordinance 13-09; Chapter 3.64; Section 080, Mayor Cordova's appointment, and Town Council's confirmation, of David Weaver to the office of Chief of Police for the Town of Taos.

Mayor Cordova appointed David Weaver as Chief of Police for the Town of Taos and thanked him for his outstanding service to the department and to the citizens of Taos. Chief Weaver served as Interim Chief since July, 2013 after Kenneth Koch resigned the position. Mr. Rodriguez explained that he had been working with a consultant to ensure that the best candidate was hired for the Chief's position, and he is confident that Mr. Weaver is the best candidate.

## 7. CITIZENS FORUM

The following individuals spoke during Citizens Forum:

- Jeff Northrup
- Anthony Perez

*The following individuals spoke regarding the recent layoffs at Holy Cross Hospital:*

- Peggy Jones
- Dr. O'Hara
- Martha Jaramillo
- Fonda Osborn
- Casey Morris
- Brandon Fernandez
- Joe Fernandez
- Tina Archuleta
- Adam Ferguson
- Jerome Lucero
- Walter Brennan
- Alvin Herrera

- Annette Sanchez-Medina
- Ms. Mason (first name inaudible)
- Margie Cisneros

These citizens expressed their concern about the safety, health and welfare of those in need of hospital services. Many stressed that the layoffs not only affect the hospital employees, but the entire community and the economy in Taos. The Mayor and Council assured the citizens that they share the same sentiments about these issues and will do everything possible to ensure that the hospital remains a full-service facility. A meeting has been scheduled at the Taos County Commission Chambers on September 24, 2013 at 9:00 a.m. with the hospital union to discuss this important matter.

## 8. CONSENT AGENDA

### A. Resolution 13-42 Hiring of an Immediate Family Member of a Town Employee

Consideration and approval of Resolution 13-42. The Town proposes to hire Ricki Leigh Vigil on a temporary basis as a Librarian within the Library Department. Ricki Leigh Vigil is the daughter of current Town employee Cyndee Perez who works within the Legal Department. This will not create a direct or indirect supervisor/subordinate relationship nor an actual conflict of interest for any interested party.

### B. Resolution 13-43 Grant for Snow Removal Equipment Building

Consideration and possible approval of Resolution 13-43 to apply for and accept a grant from the Federal Aviation Administration for construction of a Snow Removal Equipment Building at Taos Regional Airport with a total project cost of \$356,349 including Gross Receipts Tax and a Town Match of \$6,136.

### C. Resolution 13-46 Budget Adjustment Request

Consideration and possible approval of Resolution 13-46; Budget Adjustment Request to the following funds: 1) Capital Improvements Fund - decrease the unreserved fund balance and increase the interfund transfer out by \$1,805 to cover the unexpected higher cost reflected in the apparent low bid for the construction of the Snow Removal Equipment Building, along with all engineering services associated with this project; 2) Airport Construction Fund - Increase the interfund transfer in and the Town Match expenditure line item to cover the same stated above in the amount of \$1,805.

Item Result:

Approved

**Councilmember Abeyta made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

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2 9. MATTERS FROM STAFF

3 A. Update Regarding Emergency Communications Center

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

6 Ms. Adame explained the cutover at the ECC began on August 28, 2013 at 2:30  
7 a.m. and by 4:00 a.m. the ECC was fully operational. She stated the amount for  
8 the relocation was projected at \$220,000; however, the actual amount expended  
9 was \$210,000. The Mayor and Council thanked all staff involved for their hard  
10 work in completing this project. They also thanked the Dispatch staff for their  
11 patience during this transition.

12 B. Letter of Commitment and Intent

13 Consideration and possible approval of a Letter of Commitment  
14 and Intent to negotiate a new Joint Powers Agreement for Regional E911  
15 Services.

16 Item Result: Approved

17 Mayor Cordova explained the Town received a proposal from Taos County and  
18 asked Mr. Rodriguez to review the proposal.

19 Mr. Rodriguez stated the proposal addresses eight key points as follows:

- 20  
21 1. Location and Term  
22 2. Governance and Authority  
23 3. Fiscal Agency and Personnel (Town)  
24 4. Leases  
25 5. Budget  
26 6. Moving Costs  
27 7. Ownership and Dissolution  
28 8. Right to Terminate  
29

30 A lengthy discussion ensued with regard to whether a temporary agreement will  
31 suffice until a new JPA has been completed within 45 days.

32 Councilmember Peralta asked Mr. James if the Town's dispatch employees will be  
33 protected under the current JPA while the terms are being discussed. Mr. James  
34 stated the employees will be protected under the current JPA. Mr. James also  
35 requested that both governing bodies allow him and Taos County Attorney Robert  
36 Malone to work on finalizing a new JPA within 45 days.

37  
38 **Councilmember Peralta made a motion to approve. Councilmember Gonzales**  
39 **seconded the motion. The motion was Passed.**

40 **Those voting AYE were: Abeyta, Gonzales, Peralta, Silva.**

41 Item Result: Approved

42 The Council voted unanimously to accept the County's proposal. The Town  
43  
44

Council's action directed legal counsel to draft a JPA within 45 days, wherein dispatch services would be administered by a JPA Board and all 911 equipment and assets would transferred to the JPA Board. The County would also become the Fiscal Agent under the new JPA.

A joint meeting between the two entities will be scheduled for the Council and Commission to take action on the new JPA.

C. Rescission of Resolution 13-14 Termination of Joint Powers Agreement

Consideration and approval to rescind Resolution 13-14 (terminating the current Joint Powers Agreement (JPA) for Regional E911 Services on March 1, 2014) to allow the parties the necessary time to negotiate a new JPA.

Item Result: Approved

**Councilmember Peralta made a motion to table. Councilmember Silva seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

Item Result: Approved

*This item was tabled due to action taken regarding the Letter of Commitment and Intent in which the County and Town have committed to move forward in good faith.*

D. Amendment No. 2 to Waste Management of New Mexico, Inc.

Consideration and possible approval of Amendment No. 2 to Contract TT-10-122 with Waste Management of New Mexico Inc. in the amount of \$775,000 payable for fiscal year 2013-2014 for Solid Waste Collection Services.

Item Result: Approved

Mr. Rodriguez stated the original contract for Solid Waste Collection Services was done as a request for proposals solicitation and was effective November 1, 2009 in the amount of \$480,000 to provide services through June 30, 2010. He reviewed the previous amendments and stated the proposed contract is based on the actual number of customers serviced each month which, for this year, will be based on last year's actual billing at an average \$64,305 per month.

**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.**

E. Amendment No. 4 to Contract No. TT-09-95

Consideration and possible approval of Amendment No. 4 to Contract TT-09-95 with CH2M HILL-OMI in the amount of \$819,399 for a period of one year from July 1, 2013 through June 30, 2014 in continuation of a five-year contract.

Item Result: Approved

Mr. Rodriguez stated this contract was awarded through a request for proposals solicitations for operation and maintenance of the Waste Water Treatment Plant. He further stated legal counsel has given tentative approval contingent upon approval by Town Council.

**Councilmember Peralta made a motion to approve. Councilmember Silva seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

F. Resolution 13-44 Intergovernmental Transfer of Personal Property

Consideration and possible approval of Resolution 13-44 approving the intergovernmental transfer of a 1980 Oshkosh V-1324M Fire Truck, owned by the Taos Volunteer Fire Department, to the Village of Ruidoso.

Item Result: Approved

Mr. Rodriguez stated the Town is acting as Fiscal Agent for Taos Volunteer Fire Department (TVFD) as this truck was purchased with State Fire Funds. He further stated the State Fire Marshall's Office reached out to TVFD and informed them of the need for a truck in Ruidoso and since the truck is no longer operational, TVFD agreed to transfer it.

**Councilmember Silva made a motion to approve. Councilmember Peralta seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

G. Annual Operating Budget for FY 2013-2014

Consideration and possible approval of the Annual Operating Budget for FY 2013-2014 as approved by the Department of Finance and Administration in accordance with Section 6-6-5 NMSA 1978.

Item Result: Approved

**Councilmember Peralta made a motion to approve. Councilmember Silva seconded the motion. The motion was Passed.**

**Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Mayor's Appointment to Personnel Board

Mayor's appointment of Lillian Miller to the Town's newly created personnel board. Section 3.69 of the Personnel Ordinance 13-09 requires the creation of a personnel board to serve in an appellate and advisory capacity in the administration of the Town's personnel program for classified employees. Ms. Miller's appointment is for a term of one year.

Item Result: Approved

Mayor Cordova stated Ms. Miller's term is for one year.

**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.**

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2 B. Council's Appointment to Personnel Board

3 Consideration and approval of Keith King to the Town's newly created  
4 personnel board. Section 3.69 of the Personnel Ordinance 13-09 requires  
5 the creation of a personnel board to serve in an appellate and advisory  
6 capacity in the administration of the Town's personnel program for  
7 classified employees. Keith King was recommended by a classified  
8 Town employee and is now presented to Council for appointment, for an  
9 initial term of two years.

10 Item Result:

Approved

11 Mayor Cordova stated Mr. King's term is for two years.

12 **Councilmember Gonzales made a motion to approve. Councilmember Peralta**  
13 **seconded the motion. The motion was Passed.**

14 **Those voting AYE were: Councilmembers: Abeyta, Gonzales, Peralta, Silva.**

15 C. Convention Center Repurposing

16 Mr. Rodriguez stated the Town requested proposals for the repurposing of the  
17 convention center facilities. He explained only one proposal was received  
18 which was not substantially compliant with the request for  
19 proposals. Additionally, he stated the Town received a letter of interest from  
20 UNM Taos. He recommends deeming the proposal received as non-responsive  
21 and continue discussions with UNM. The Mayor and Council supported Mr.  
22 Rodriguez's recommendation.

23  
24 11. ADJOURNMENT

25 **A motion was made by Councilmember Gonzales and seconded by**  
26 **Councilmember Peralta to adjourn the meeting. The motion carried**  
27 **unanimously and the meeting adjourned at 9:32 p.m.**

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31 **APPROVED:**

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36 **Darren M. Cordova, Mayor**

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38 **ATTEST:**

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41 \_\_\_\_\_  
42 **Renee Lucero, Town Clerk**  
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2 *PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,*  
3 *however, only Regular Town Council Meetings and some Special Town Council Meetings, with*  
4 *controversial issues, are video recorded. Copies are available upon request at the Town*  
5 *Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio*  
6 *and video recordings. Additionally, video recordings can be viewed at [www.taos22.com](http://www.taos22.com);*  
7 *[www.mediataos.org](http://www.mediataos.org). You may also view agendas, agenda packets, and minutes at*  
8 *<http://public.taosgov.com/>.*  
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**October 8, 2013**

**Title:**

Contract TT-14-97 Memorandum of Agreement New Mexico Department of Transportation

**Summary:**

Consideration and possible approval of Memorandum of Agreement TT-14-97 with the New Mexico Department of Transportation Transit and Rail Division in the amount of \$720,604.44 for Federal FY 14/15 for Chile Line transit services.

**Background:**

The MOA is presented to and approved by the council on an annual basis, partial funds have been accounted for in the FY13/14 Town budget.

Grant award supports administrative and operating expenditures for the transit division services, including the Chile Line, Taos Express, Ski Express and the HandiVan. Funding is awarded at an 80/20 match for administrative and capital and 50/50 for operating. Administration of funding follows the Federal Fiscal Year of October 1, 2014 through September 31, 2015.

<b>Match</b>	<b>Operating</b>	<b>Administrative</b>	<b>Capital</b>
<b>Federal</b>	\$227,229.45	\$120,516.43	\$92,400
<b>Town</b>	\$227,229.45	\$30,129.11	\$23,100
<b>Subtotal</b>	\$454,458.90	\$150,645.54	\$115,500
<b>Total Award</b>	<b>\$720,604.44</b>		

**Attachments:**

Click to download

📎 [NMDOT MOA](#)

FISCAL YEAR 2014(FY 14)

## MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

TOWN OF TAOS

---

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division, (Department), and the **TOWN OF TAOS**, (Subgrantee). This Agreement is effective as of the date of the last party to sign it on the signature page below.

## RECITALS

Whereas, 49 U.S.C. §5311 provides federal assistance for public transportation in rural and non-urbanized areas by way of a formula grant program administered by each state; and

Whereas, the State of New Mexico participates in the 49 U.S.C. §5311 Program (Program); and,

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and,

Whereas, the Subgrantee applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-28 NMSA 1978, the parties agree as follows:

## 1. Scope of Program.

## A. Operations Profile

The Subgrantee shall provide transportation services to the public within its service area as specified in the Operations Profile, which is incorporated by reference and is on file with the Department and the Subgrantee.

## B. Use of Capital Equipment

The Subgrantee agrees that any capital equipment, purchased under this Agreement, shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subgrantee shall notify the Department verbally and in writing, either hand-delivered or send by U.S. certified mail, five (5) working days of such event, and shall return the Program equipment in accordance with *Section 15. Use of Program Equipment*.

## C. Use of Program Funds

The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subgrantee must notify and seek approval from the Department if there will be an elimination or a reduction of services greater than 20%. Notice must be verbal and in writing, either hand delivered or sent by U.S. Certified Mail, five (5) working days prior to the reduction or elimination services. Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

## D. Policy Manuals

The Subgrantee shall develop, adopt, and publish a Drug and Alcohol Policy Manual as described in *Section 29. Drug and Alcohol Testing*.

## E. Fare Schedule

The fare schedule, which must be approved by the Subgrantee's governing body, shall be stated in the approved Operations Profile. The Department must also approve all fare schedules in writing.

## F. Advertising

The Subgrantee shall conduct an advertising program to increase ridership on all trips. Acceptable advertising includes but is not limited to: fliers and handbills; signs and posters; radio announcements; press releases and articles in local and organization newspapers, bulletins, and newsletters. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than 30 feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subgrantee must have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

## G. Personnel

The Subgrantee shall provide to the Department the name of the Program Director and a list of primary duties within fifteen (15) days of execution of this Agreement. If the program director should change, the Subgrantee shall inform the Department verbally and in writing, either hand-delivered or send by U.S. certified mail, fifteen (15) working days prior to the personnel change.

## 2. Cost of Program.

The Department shall provide partial funding to the Subgrantee to cover expenses of the Program as described in the approved Operations Profile from October 1, 2013 to September 30, 2014 in an amount not to exceed **\$440,145.88**, as described below:

Category/Match Ratio FY 14

Town of Taos	Total	Federal	Local
Administrative (80/20)	\$150,645.54	\$120,516.43	\$30,129.11
Operating (50/50)	\$454,458.90	\$227,229.45	\$227,229.45
Capital (80/20)	\$115,500	\$92,400.00	\$23,100.00
<b>TOTAL ADMINISTRATIVE, OPERATING AND CAPITAL</b>	<b>\$720,604.44</b>	<b>\$440,145.88</b>	<b>\$280,458.56</b>
Capital To Vendor (80/20)	\$0.00	\$0.00	\$0.00
Capital To Subgrantee (80/20)	\$115,500	\$92,400.00	\$23,100.00
<b>TOTAL CAPITAL (80/20)</b>	<b>\$115,500</b>	<b>\$92,400.00</b>	<b>\$23,100.00</b>

This program is funded with grants provided by the FTA, Catalog of Federal Domestic Assistance number 20.509. The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subgrantee. The Subgrantee shall take all actions necessary to fund its share of the Program.

## 3. Method of Payment.

The Department shall reimburse the Subgrantee for the Department's share of the Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid. The invoices are to be submitted electronically on a monthly basis, and received by the Department by the 25th day of the following month. These invoices shall be submitted to the Department utilizing the spreadsheet the Department provides to the Subgrantee. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. On each monthly invoice, the Subgrantee shall submit complete and accurate ridership numbers documenting the service provided. The Department may withhold payment of monthly invoices that are incorrect and/or incomplete.

**4. Eligible Costs.**

Eligible Costs are those costs attributable to and allowed under the Program and the provisions of:

- A. Office of Management and Budget (OMB) Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments."
- B. OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments."
- C. OMB Circular A-102, Attachment O, "Standards Governing State and Local Grantee Procurement."
- D. OMB Circular A-133, "Audit Requirements", Audits of States, Local Governments and Non-Profit Organizations."
- E. Executive Order 12372 "Intergovernmental Review of Federal Programs."

Capital costs incurred by the Subgrantee prior to the effective date of this Agreement or after termination are not eligible for reimbursement. However, operating and administrative costs incurred retroactive to October 1, 2013, the federal funds obligation date, are eligible for reimbursement. Operating or administrative costs incurred after the termination date shall not be eligible for reimbursement.

Within 45 days after completion of this Agreement, the Subgrantee shall submit a final invoice to the Department for Administration and Operating expenses and a failure statement showing the total expense of the Program. Subgrantee shall have the twenty percent (20%) matching capital funds encumbered at the time the vehicle order is placed with the vendor and a copy of the Purchase Order must to be sent to the Department under this active Agreement. The Subgrantee's twenty percent (20%) match for capital expenses shall be provided in cash from sources other than federal funds.

**5. State General Appropriation Funds Not Obligated.**

Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

**6. Term.**

This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. Only eligible costs incurred under this agreement from October 1, 2013 to September 30, 2014 may be reimbursed. This Agreement shall expire September 30, 2014 or when Federal funding is expended, whichever occurs first. Federal funds not expended by September 30, 2014 shall revert to the Department.

**7. Termination for Cause.**

The Department has the option to terminate this Agreement if the Subgrantee fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subgrantees breaches on which the termination is based.

The Department may provide the Subgrantee a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subgrantee has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subgrantee has not begun and proceeded in good faith to correct the breach, the Department may declare the Subgrantee in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subgrantee shall return the Program equipment as specified in *Section 1. Scope of the Program*.

**8. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subgrantee. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subgrantee and shall be final.

**9. Termination Management, Allowable Costs.**

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subgrantee shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subgrantee shall not

The Subgrantee shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

**10. Breach and dispute resolution.**

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subgrantee has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subgrantee will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

**11. Procurement Requirements and Buy America.**

The Subgrantee shall purchase Program equipment pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; Americans with Disabilities Act of 1990, Pub. L. No. 101-336; and Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, 49 C.F.R. Part 663.

The Subgrantee agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21 and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with MAP-21 provisions, and subsequent amendments to those regulations that may be promulgated.

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$2,500, the Subgrantee shall seek concurrence in writing from the Department.

**12. Rolling Stock.**

In acquiring rolling stock, the Subgrantee agrees as follows:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. § 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. § 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- D. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

**13. Insurance.**

The Subgrantee shall maintain, satisfactory to the Department, liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment. The Department is to be named as an additional insured and a loss payee on Subgrantee's policy for each vehicle on which the Department has a lien. A certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subgrantee shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subgrantee shall require contractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subgrantee shall require contractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

#### **14. New Mexico Tort Claims Act.**

As between the Department and the Subgrantee, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

#### **15. Use of Program Equipment.**

- A. A Program Vehicle Inventory must be completed for each for each vehicle that will be used in the Program. The Program Vehicle Inventory shall be returned with the signed Agreement.
- B. Each vehicle must contain a fire extinguisher, first aid kit (including a blood borne/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and webcutters/seat belt cutters.
- C. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- D. Failure to use the equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- E. The Subgrantee shall notify the Department immediately of vehicular accidents, thefts, or vandalism involving Program equipment. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- F. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) working days or as stipulated by the Department. If the Subgrantee fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- G. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subgrantee shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subgrantee shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the Straight Line Depreciation method.
- H. The Subgrantee agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subgrantee is responsible for the cost of restoring the vehicle(s) to its original condition.
- I. If the Subgrantee wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal or casualty loss, the Subgrantee shall contact the Department to obtain specific disposition instructions.
- J. The Subgrantee shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subgrantee shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance

pursuant to this clause. The Subgrantee shall prepare reports describing usage, any modifications, and other related information for such periods of time and frequency as may be prescribed by the Department.

**16. Charter Bus Requirements.**

The Subgrantee agrees to comply with 49 U.S.C. §5323(d) and 49 C.F.R. Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions must be "incidental." (For example, it must not interfere with or detract from the provision of mass transportation).

**17. School Bus Requirements.**

Pursuant to 49 U.S.C. §5323(f) and 49 C.F.R. Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

**18. Certificate of Title for Vehicles.**

Any title to capital equipment the Subgrantee purchases will reflect in a lien in favor of the Department. The liens will remain in effect for four years (or 100,000 miles) from the date title is issued for light duty buses, cutaways and modified vans (designed to carry 10 to 22 passengers). The lien on light duty mid-sized buses (designed to carry 16 to 25 passengers) will remain in effect for five years (or 150,000 miles). The Subgrantee shall pay all costs associated with obtaining, securing, and maintaining titles and liens, including the payment of all applicable taxes and fees.

**19. Duration of Lien.**

The Subgrantee shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, please refer to the Vehicle Title Release and Disposition sections of the *New Mexico State Management Plan* for the Administration of Federal Transit Grants.

**20. Operation Reporting Requirements.**

- A. **Daily Pre/Post Trip Inspection Records** — The Subgrantee shall keep daily Pre/Post Trip Inspection Records on the use of each transit vehicle and shall submit to the Department, upon request, such information.
- B. **Monthly Reporting** — A monthly invoice/report shall be submitted electronically by the Subgrantee to include financial expenditures and ridership, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25<sup>th</sup> of the following month.
- C. **Quarterly Reporting** — Vehicle Certification forms shall be submitted to the Department within 30 days after the close of the quarter following the purchase of Program equipment by the Subgrantee.
- D. **Annual Reporting** — A certification that the Program equipment is still being used in accordance with the terms of the Agreement shall be submitted to the Department with the Certifications and Assurances during the application process.
- E. **National Transit Database (NTD) Rural Report** — the Subgrantee will provide an annual report as needed for the NTD Rural Report.

The Subgrantee's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

**21. Retention of Records.**

The Subgrantee shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for five (5) years after the date of termination or expiration of this Agreement.

**22. Access to Records.**

The Subgrantee shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the Subgrantee or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subgrantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subgrantee shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

**23. Privacy Act.**

The Subgrantee agrees to comply with, and to assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Subgrantee agrees to obtain the express consent of the federal government before the Subgrantee or its employees operate a system of records on behalf of the federal government. The Subgrantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Subgrantee agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

**24. Audit.**

The Subgrantee shall ensure that an annual audit of the Program based on the Subgrantee's fiscal year shall be conducted pursuant to OMB Circular No. A-133. The Subgrantee, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The Subgrantee agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the Subgrantee fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

**25. Audit Exceptions.**

If federal or state audit exceptions are made, the Subgrantee shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorney's fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subgrantee shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subgrantee of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subgrantee under this Agreement.

**26. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**27. Contracting and Assignment.**

The Subgrantee shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the Subgrantee from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the Subgrantee shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subgrantee's responsibility to duly inform the subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees*, which is attached as Certification 1.

## **28. No Federal Government Obligation to Third Parties.**

A. The Department and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Subgrantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **29. Training**

The Subgrantee shall ensure that all drivers described in the Operations Profile are trained in the following programs: first aid, cardiopulmonary resuscitation, blood borne pathogens, defensive driving, use of wheelchairs, passenger safety, sensitivity and crisis management. The Department's approved contractor will provide training in passenger safety, sensitivity and crisis management. All new drivers must be trained and certified in the above listed areas within six (6) months of their date of hire. All full time, part time, substitute/fill-in, or volunteer vehicle operators shall have in their possession valid certifications while operating a public transportation vehicle.

In addition, the Department may require specific training for the Subgrantee. Attendance is required and failure to attend shall result in a deduction in from the Subgrantee's next invoice. This deduction will be an amount equal to the Subgrantees's pro-rata share: total cost of training incurred by the Department divided by the total number of all individuals scheduled for training and multiplied by the total number of Subgrantee employees failing to attend the scheduled training.

Should the Subgrantee fail to satisfy the terms and conditions as outlined, the Subgrantee may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

## **30. Drug and Alcohol Testing.**

The Subgrantee will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655; produce documentation necessary to establish its compliance; permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program; and review the testing process. The Subgrantee agrees to certify annually its compliance with 49 C.F.R. Parts 40 and 655 by February 1, 2014, and to submit the Management Information System (MIS) reports before March 1, 2014, to the Department's Transit and Rail Division at 1350 Alta Vista (SB-4), Santa Fe, NM 87504. To certify compliance, the Subgrantee shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Subgrantee agrees further to submit for review and

approval a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Subgrantee agrees to participate in the Department's consortium.

**31. Labor Warranty.**

The Subgrantee agrees that it will comply with the terms and conditions of the Special 49 U.S.C. §5333(B) Warranty for Application to the Small Urban and Rural Program. The Subgrantee will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

**32. Transit Employee Protection Guidelines.**

The Subgrantee agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). The Subgrantee shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

**33. Civil Rights Laws and Regulations Compliance.**

The Subgrantee shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subgrantee shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The Subgrantee shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Subgrantee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subgrantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Subgrantee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subgrantee shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the Subgrantee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

- C. The Subgrantee shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA HelpLine at [www.ftahelpline.com](http://www.ftahelpline.com).
- E. The Subgrantee also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **34. Disadvantaged Business Enterprise (DBE) Policy.**

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's overall goal for DBE participation is 8%, through race neutral means. A goal has not been established for this Agreement.
- B. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subgrantee shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subgrantee to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subgrantee signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subgrantee agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subgrantee will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subgrantee is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subgrantee must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subgrantee may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A Subgrantee of FTA funds must meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A Subgrantee with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees*, which is attached as Certification 1.

#### **35. ADA Access.**

The Subgrantee shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subgrantee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with

Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

**36. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subgrantee certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted program for which this work is being performed. The Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subgrantee to the extent the federal government deems appropriate.
- B. The Subgrantee also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the federal government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Subgrantee, to the extent the federal government deems appropriate.
- C. The Subgrantee certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. Subgrantee further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, §§ 44-9-1 through 44-9-14 NMSA 1978.

**37. Lobbying.**

A Subgrantee receiving \$100,000 or more of 49 U.S.C. §5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as Certification 2. The Subgrantee must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352.

If the Subgrantee hires a contractor, the contractor must provide the Lobbying Certification to the Subgrantee. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subgrantee.

**38. Officials Not to Benefit.**

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

**39. Energy Conservation.**

The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**40. Clean Water and Air Requirements.**

- A. The Subgrantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. §§1251 et seq., and the Clean Air Act, 42 U.S.C. §§7401 et

seq. The Subgrantee agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

- B. The Subgrantee agrees to include these requirements in each subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

#### **41. Debarment and Suspension.**

Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA Subgrantees from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subgrantees shall include the certification and instruction language contained at 29 C.F.R. Part 29, Appendix B, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subgrantee is required to verify that none of the Subgrantee's principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the Subgrantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subgrantee or proposer/Subgrantee knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subgrantee or proposer/Subgrantee agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subgrantee or proposer/Subgrantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **42. Central Contractor Registration Requirements.**

Prior to payment of invoices and receipt of vehicles and equipment, Subgrantees must register and maintain current registration in the Central Contractor Registration website, <http://www.ccr.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subgrantee demonstrates that it is registered with the CCR website.

#### **43. Federal Grant Reporting Requirements.**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USASpending.gov](http://www.USASpending.gov).

The type of information the Department is required to report includes:

- Name of Subgrantee receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Subgrantee, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the Subgrantee and its parent organization, if one exists
- Total compensation and names of the top five executives of the Subgrantee. This information is required, if the Subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subgrantee's grant application and standard reports. However, the Subgrantee will be required to provide additional information, which includes the total compensation and names of the Subgrantee's top five executives, if applicable. As specified earlier in Section 50, "Registration Requirements," of this Agreement, the Subgrantee shall register with [www.ccr.gov](http://www.ccr.gov) and DUNS and provide that information to the Department.

**44. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**45. Scope of Agreement.**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**46. Applicable Law and Venue; Federal Changes.**

The Subgrantee shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (From FTA MA (19) dated October 1, 2012) between the Department and FTA. The Subgrantee shall make as part of this Agreement between the Department and the Subgrantee the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**47. Incorporation of FTA Terms.**

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subgrantee shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <http://www.fta.dot.gov/>.

**48. Amendment.**

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Work, Paragraphs C and E*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature.

New Mexico Department of Transportation

Kathryn Bender  
Kathryn Bender, Deputy Secretary  
of Programs and Infrastructure

Date

8/30/13

TOWN OF TAOS

Signature

Name/Title (please print)

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Cynthia A. Christ  
Cynthia A. Christ, Assistant General Counsel

Date

7-25-13



**NEW MEXICO DEPARTMENT OF TRANSPORTATION  
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE  
RACE-NEUTRAL IMPLEMENTATION AGREEMENT  
FOR  
FEDERAL TRANSIT ADMINISTRATION SUBGRANTEES**

**INTRODUCTION AND INSTRUCTIONS:**

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that subgrantee of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, subgrantee with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees* (Agreement). Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and subgrantees are responsible for complying with the requirements contained therein.

## DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION - I

**DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT** for the TOWN OF TAOS; hereinafter referred to as "SUBGRANTEE".**I. Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

**II. OBJECTIVE/POLICY STATEMENT (§26.1. 26/23)**

The SUBGRANTEE intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the SUBGRANTEE will sign the New Mexico Department of Transportation's Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The SUBGRANTEE must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE's can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

**III. Nondiscrimination (§26.7)**

SUBGRANTEE will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. SUBGRANTEE will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

**IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)**

SUBGRANTEE will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

## DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION - 1

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

SUBGRANTEE will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

#### **V. Quotas (§26.43)**

SUBGRANTEE will not use quotas or set-asides in any way in the administration of the DBE Program.

## DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION - 1

**VI. DBE Liaison Officer (§26.25)**

SUBGRANTEE must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the SUBGRANTEE and ensures that the SUBGRANTEE is fully and properly advised concerning DBE Program matters.

**VII. Federal Financial Assistance Agreement Assurance (§26.13)**

The SUBGRANTEE will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**VIII. Required Contract Clauses (§§26.13, 26.29)**

SUBGRANTEE assures that the following clauses will be included in each USDOT-assisted prime contract:

**A. Contract Assurance**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

**B. Prompt Payment****Prompt Progress Payment to Subcontractors**

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

## DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION - 1

Prompt Payment of Retainage

SUBGRANTEE shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**IX. Bidders List (§26.11)**

The SUBGRANTEE will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. SUBGRANTEE will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

## DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION - 1

**X. Reporting**

SUBGRANTEE will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

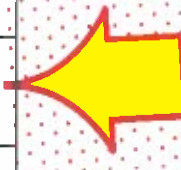
SUBGRANTEE will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to SUBGRANTEE.

SUBGRANTEE will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

**XI. Incorporation of Agreement**

This Agreement is incorporated into SUBGRANTEE'S financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:
Signature of the Town of Taos Chief Executive Officer
Phone Number:
Print Name of the Town of Taos Chief Executive Officer:



## LOBBYING CERTIFICATION 2

## LOBBYING CERTIFICATION

*An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
  - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

## AFFIRMATION OF APPLICANT

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative: \_\_\_\_\_

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

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

Printed Name of Signing Official: \_\_\_\_\_





**October 8, 2013**

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**Title:**

Memorandum of Agreement TT-14-98 Transit Services to Taos Ski Valley

**Summary:**

Consideration and possible approval of Memorandum of Agreement TT-14-98 with the Village of Taos Ski valley in the amount of \$30,000 for transit services during the 2013-2014 ski season.

**Background:**

This is our annual agreement with the Village of Taos Ski Valley for transit services during the 2013-2014 ski season. This service is included as part of our Operations Profile and MOA with the New Mexico Department of Transportation. Services allow visitors and locals within the Town of Taos to utilize the transit system to get to and from the Taos Ski Valley for \$1 each way. Service will commence on December 20, 2013 and run through March 30, 2014. Timelines and dates of service were developed with input from the Village Council and representatives of Taos Ski Valley Inc.

Submitted by: Francisco " French" Espinoza, Public Works Director

**Attachments:**

Click to download

- 📎 [Contract TT-14-98](#)
- 📎 [Taos Ski Valley Bus Schedule](#)



MEMORANDUM OF AGREEMENT  
BETWEEN THE VILLAGE OF TAOS SKI VALLEY  
AND THE TOWN OF TAOS  
TO PROVIDE A BUS LINE ROUTE  
BETWEEN THE TOWN OF TAOS AND THE VILLAGE OF TAOS SKI VALLEY

This Memorandum of Agreement is entered into this \_\_\_\_\_ day of December 2013, by and between the Town of Taos ("Town"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of operating a bus line route between the Town of Taos and the Village.

WHEREAS, the Town currently owns and operates the Chile Line Public Transportation system within the Town of Taos as a proprietor;

WHEREAS, the Village desires to have and the Town is able to provide the buses to operate between the Village and the Town for the purpose of employment and encourage tourism;

WHEREAS, both parties agree to enter into this Agreement to provide proprietary service for their communities.

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

1. Service Provided. The Town will provide bus services as outlined on Attachment A, attached hereto and incorporated by reference herein for a term of four (4) months. Cost per passenger shall be \$2.00 round trip or \$1.00 one-way to Taos Ski Valley.
2. Term of Service. The Town shall provide three (3) Town owned buses; the town will provide full bus service from December 20<sup>th</sup>, 2013 through March 30<sup>th</sup>, 2014.
3. Sum Paid to the Town. The Village agrees to forward the sum of \$30,000.00 to the Town, as partial payment of the cost of service, to be paid in two separate payments, one \$15,000.00 due on February 28, 2014, and the other \$15,000.00 due on April 30, 2014. The checks shall be made payable to the Town of Taos, Attention Finance Department at 400 Camino de la Placita,

Taos, NM 87571. The New Mexico Department of Transportation Transit/Rail Bureau's Section 5311 Program for fiscal year 13-14 includes services for the seasonal service extension to the Taos Ski Valley.

4. Liability. As between the parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The parties hereto agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.
5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, the Town shall immediately cease performing services. If the Village terminates this contract, no refund will be forthcoming from the Town. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
8. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Town. Any legal proceeding brought against the Town, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.

11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed the Agreement as of the date first written above.

**TOWN OF TAOS**

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

\_\_\_\_\_  
Date signed

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
C. Brian James, Town Attorney

\_\_\_\_\_  
Date signed

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
Oscar Rodríguez, Town Manager

\_\_\_\_\_  
Date signed

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
Neil King, Mayor

\_\_\_\_\_  
Date signed

**ATTEST:**

\_\_\_\_\_  
Vanessa N. Chisholm, Village Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Village Attorney






\_\_\_\_\_  
Date signed

# NORTHBOUND ROUTES

## DEPARTURES FROM TAOS TO TAOS SKI VALLEY

October 8, 2013





### Red Route - AM Departures

Comfort Suites & Sagebrush	 Hampton Inn	 Paseo Sur & Roy Rd.	Quality Inn	Sun God Lodge	 Remax Realty	Whitten Inn
7:00 AM	7:03 AM	7:05 AM	7:10 AM	7:13 AM	7:15 AM	7:17 AM
8:00 AM	8:03 AM	8:05 AM	8:10 AM	8:13 AM	8:15 AM	8:17 AM
9:00 AM	9:03 AM	9:05 AM	9:10 AM	9:13 AM	9:15 AM	9:17 AM
Indian Hills	El Monte Sagrado	 Kit Carson Park	Kachina Lodge	 North Lota Burger	TSV Childrens Center	Arrive TSV
7:20 AM	7:25 AM	7:30 AM	7:33 AM	7:35 AM	8:03 AM	8:05 AM
8:20 AM	8:25 AM	8:30 AM	8:33 AM	8:35 AM	9:03 AM	9:05 AM
9:20 AM	9:25 AM	9:30 AM	9:33 AM	9:35 AM	10:03 AM	10:05 AM

### Yellow Route

Solar Center	Arroyo Seco Community Center	TSV Rest Area Right side	Arrive TSV
7:00 AM	7:07 AM	7:12 AM	7:35 AM
8:10 AM	8:17 AM	8:22 AM	8:45 AM
9:20 AM	9:27 AM	9:32 AM	9:55 AM
10:20 AM	10:27 AM	10:32 AM	10:55 AM
1:10 PM	1:17 PM	1:22 PM	1:45 PM

### Pink Route - PM Departures

 Remax Realty	 Pueblo Alegre	 Kit Carson Park	 North Lota Burger
2:35 PM	2:40 PM	2:44 PM	2:48 PM
3:35 PM	3:40 PM	3:44 PM	3:48 PM
Solar Center	Arroyo Seco Community Center	Arrive TSV	
2:55 PM	3:02 PM	3:25 PM	
3:55 PM	4:02 PM	4:25 PM	

# 2013-2014 Taos Ski Valley Bus Schedule



Schedule Effective  
December 20, 2013 through March 30, 2014

**575-751-4459**

### Important Passenger Notes:

#### Bus Fares:

\$1.00 one way - \$2.00 round trip

*Exact change, drivers cannot make change.*

Timelines are estimates and unexpected delays may occur please allow 10-15 additional minutes.  
During inclement weather and unsafe road conditions the morning buses will be delayed.

Schedule timelines are departure times. Passengers must be at the bus stops prior to the departure times.

Buses will only stop at designated bus stops, please do not ask drivers to deviate from the schedule.

Once bus reaches maximum capacity passengers will be required to wait for the next scheduled bus  
Buses will not stop at unoccupied bus stops.



Bus service to Taos Ski Valley is operated by the Town of Taos Transit Division in partnership with the Village of Taos Ski Valley. Questions or comments can be made by calling 575-751-4459.

### Key:

**Red Route:** Service from designated hotels and Chile line bus stops.

**Yellow Route:** Circulator between Solar center and Taos Ski Valley.

**Pink Route:** Afternoon service from Taos to Taos Ski Valley.

**Blue Route:** Departures from Taos Ski Valley to Solar Center and Taos



: Chile Line bus stop








Bus does not stop

Revised  
10-Sep-13

SOUTHBOUND BLUE ROUTE - DEPARTURES FROM TAOS SKI VALLEY TO TAOS

**PLEASE NOTE:** Southbound timeline is an estimated time of arrival at various Chile Line bus stops. Not all bus stops are included, however drivers can drop off at any Chile Line bus stop. Passengers must inform driver of desired drop off prior to departing.

*Due to safety concerns buses will travel south dropping passengers off at all southbound stops before dropping passengers off at northbound stops.*

TSV Guard Gate	TSV Rest Area Right Side	Arroyo Seco Community Center	Taos Solar Center	Chevron El Prado	Taos Diner Parking Lot	 Taos Mountain Casino	 El Pueblo Lodge	 Convention Center	El Monte Sagrado	 Smith's	 Pinon Plaza	 Taos Java	 Paseo Sur & Canon West
7:40 AM	7:52 AM	7:56 AM	8:05 AM	--	--	--	--	--	--	--	--	--	--
8:50 AM	9:02 AM	9:06 AM	9:15 AM	--	--	--	--	--	--	--	--	--	--
9:10 AM	9:22 AM	9:26 AM	9:35 AM	9:39 AM	9:41 AM	9:45 AM	9:49 AM	9:52 AM	9:57 AM	10:02 AM	10:07 AM	10:12 AM	10:14 AM
10:10 AM	10:22 AM	10:26 AM	10:35 AM	10:39 AM	10:41 AM	10:45 AM	10:49 AM	10:52 AM	10:57 AM	11:02 AM	11:07 AM	11:12 AM	11:14 AM
1:50 PM	2:02 PM	2:06 PM	2:15 PM	2:19 PM	2:21 PM	2:25 PM	2:29 PM	2:32 PM	2:37 PM	2:42 PM	2:47 PM	2:52 PM	2:54 PM
3:30 PM	3:42 PM	3:46 PM	3:55 PM	3:59 PM	4:01 PM	4:05 PM	4:09 PM	4:12 PM	4:17 PM	4:22 PM	4:27 PM	4:32 PM	4:34 PM
4:30 PM	4:42 PM	4:46 PM	4:55 PM	4:59 PM	5:01 PM	5:05 PM	5:09 PM	5:12 PM	5:17 PM	5:22 PM	5:27 PM	5:32 PM	5:34 PM
5:30 PM	5:42 PM	5:46 PM	5:55 PM	5:59 PM	6:01 PM	6:05 PM	6:09 PM	6:12 PM	6:17 PM	6:22 PM	6:27 PM	6:32 PM	6:34 PM

Sagebrush Inn	 Ranchos Post Office	Hampton Inn	 Taos Visitors Center	 Holy Cross Hospital	 Loma Parda	Quality Inn	Sun God	Whitten Inn	Pueblo Alegre Mall	Kachina Lodge	 Cids
10:18 AM	10:21 AM	10:23 AM	10:27 AM	10:29 AM	10:31 AM	10:36 AM	10:39 AM	10:43 AM	10:45 AM	10:50 AM	10:52 AM
11:18 AM	11:21 AM	11:23 AM	11:27 AM	11:29 AM	11:31 AM	11:36 AM	11:39 AM	11:43 AM	11:45 AM	11:50 AM	11:52 AM
2:58 PM	3:01 PM	3:03 PM	3:07 PM	3:09 PM	3:11 PM	3:16 PM	3:19 PM	3:23 PM	3:25 PM	3:30 PM	3:32 PM
4:38 PM	4:41 PM	4:43 PM	4:47 PM	4:49 PM	4:51 PM	4:56 PM	4:59 PM	5:03 PM	5:05 PM	5:10 PM	5:12 PM
5:38 PM	5:41 PM	5:43 PM	5:47 PM	5:49 PM	5:51 PM	5:56 PM	5:59 PM	6:03 PM	6:05 PM	6:10 PM	6:12 PM
6:38 PM	6:41 PM	6:43 PM	6:47 PM	6:49 PM	6:51 PM	6:56 PM	6:59 PM	7:03 PM	7:05 PM	7:10 PM	7:12 PM

The Town of Taos Transit Division will not discriminate on the basis of race, color or national origin in the delivery of any of the services provided.

To file a Title VI complaint please contact us at:  
Town of Taos Transit Division, Transit Superintendent  
400 Camino de la placita, Taos, NM 87571



**October 8, 2013**

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**Title:**

Resolution 13-53 Budget Adjustment Request

**Summary:**

Consideration and possible approval of Resolution 13-53; Budget Adjustment Request to the following fund: 1) Community Grants Fund - increase revenues and expenditures in the amount of \$5,000 to account for the Cooperative Marketing Grant final award of \$40,000.

**Background:**

Town of Taos Policy requires Council approval on all budget transfers that transfer funds between cost categories, (ie. Personnel, Operating Expenses and Capital Outlay ), **interfund transfers, budget increases**, project to project and new projects.

**Items 1** - The original budget was \$35,000 and the final grant award was \$40,000 so we need to increase both the revenue and the expenditure.

**Submitted by Marietta Fambro, Finance Director**

**Attachments:**

Click to download

- 📎 [Resolution 13-53](#)
- 📎 [backup](#)



**TOWN OF TAOS, NEW MEXICO  
RESOLUTION 13-53**

**WHEREAS** the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2014, and

**WHEREAS** the governing body of the Town of Taos, meeting in Regular Session this 8<sup>th</sup> day of October, 2013 wishes to amend its operating budget inclusive of all previous adjustments for the fiscal year ending June 30, 2014.

**NOW, THEREFORE** be it resolved that the governing body of the Town of Taos, meeting in Regular Session this 8<sup>th</sup> day of October, 2013, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

**Community Grants Fund (30)**

**Revenues and Other Sources:**

Cooperative Marketing Grant	\$5,000
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**Expenditures and other Financing Uses:**

Cooperative Marketing	\$5,000
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(To adjust the Community Grants Fund, this budget adjustment will increase revenues and expenditures to account for the Cooperative Marketing Grant final award.)

**PASSED, APPROVED, AND ADOPTED THIS 8<sup>th</sup> DAY OF OCTOBER 2013.**

Mayor Pro-Tem Andrew T. Gonzales  
 Councilmember Rudy C. Abeyta  
 Councilmember Frederick A. Peralta  
 Councilmember Michael A. Silva

\_\_\_\_\_  
 \_\_\_\_\_  
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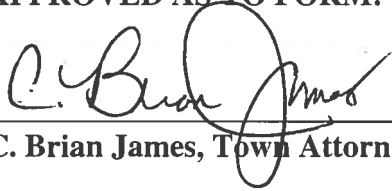
**TOWN OF TAOS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**

**APPROVED:**

\_\_\_\_\_  
**Department of Finance and Administration**

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

<b>Department Name:</b>	<b>Facilities Service Dept</b>
<b>Date Prepared:</b>	<b>9/20/2013</b>

<b>FROM</b> <small>(Budget to be Decreased)</small>		<b>TO</b> <small>(Budget to be Increased)</small>			
Line Item Detail	AMOUNT		AMOUNT		
30-00-37078 Revenues	\$ 5,000	30-78-44005 Coop Mkt Grant	\$ 5,000	balance to provide the 50% grant match	
				Budget was only for \$35,000 but grant match needs to be \$40,000.	
				Vm-	
TOTAL	\$ 5,000.00		\$ 5,000.00		

☐ Disapproved ☒ Approved

☐ Disapproved ☐ Approved

☐ Disapproved ☐ Approved

		
DEPARTMENT HEAD SIGNATURE	TOWN MANAGER SIGNATURE	FINANCE DIRECTOR SIGNATURE
DATE 9/20/13	DATE	DATE 9/20/13

<b>Council Approval Required.</b>		
<input checked="" type="checkbox"/> Yes	<b>Resolution #</b>	10-53
<input type="checkbox"/> No	<b>Date Approved</b>	

**ACCOUNTANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

BATCH #

10-03-2013 03:32 PM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 1

FOR THE MONTH ENDING: OCTOBER 31ST, 2013

30 -COMMUNITY GRANTS  
REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>STATE GRANTS</u>							
00-37012 MUNICIPAL COURT AUTOMATION	7,000.00	0.00	0.00	0.00	7,000.00	0.00	7,000.00
00-37015 GRANT IN AID - LIBRARY	6,000.00	0.00	0.00	0.00	6,000.00	0.00	6,000.00
00-37020 NM CLEAN & BEAUTIFUL 08-09	8,300.00	0.00	0.00	0.00	8,300.00	0.00	8,300.00
00-37030 CYFD JUVENILE JUSTICE GRAN	134,000.00	0.00	0.00	0.00	134,000.00	0.00	134,000.00
00-37031 STATE OF NM AVIATION DIVIS	10,000.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
00-37033 ANCIANOS-LEGISLATIVE APPRO	18,000.00	0.00	0.00	0.00	18,000.00	0.00	18,000.00
00-37038 HISTORIC PRESERV ELEMNT CO	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00
00-37049 DOWNTOWN MASTER PLAN-ST HI	70,000.00	0.00	0.00	0.00	70,000.00	0.00	70,000.00
00-37051 TAOS CTY COURTHOUSE ASSESS	12,500.00	0.00	0.00	0.00	12,500.00	0.00	12,500.00
00-37053 RE-LEAF GRANT	6,000.00	0.00	0.00	0.00	6,000.00	0.00	6,000.00
00-37078 COOPERATIVE MARKETING GRAN	35,000.00	0.00	0.00	0.00	35,000.00	0.00	35,000.00
CATAGORY TOTAL	356,800.00	0.00	0.00	0.00	356,800.00	0.00	356,800.00
<u>MISCELLANEOUS REVENUES</u>							
<u>OTHER FINANCING SOURCES</u>							
00-39001 INTERFUND CASH TRANSFER IN	263,000.00	0.00	0.00	0.00	263,000.00	0.00	263,000.00
CATAGORY TOTAL	263,000.00	0.00	0.00	0.00	263,000.00	0.00	263,000.00
FUND TOTAL REVENUES	619,800.00	0.00	0.00	0.00	619,800.00	0.00	619,800.00

10-03-2013 03:32 PM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 50

FOR THE MONTH ENDING: OCTOBER 31ST, 2013

30 -COMMUNITY GRANTS

EXPENSES

78-COOP MKT GRANT &amp; TM

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>OPERATING EXPENSES</u>							
78-44005 CONTRACTUAL/PROFESSIONAL S	35,000.00	0.00	0.00	0.00	35,000.00	0.00	35,000.00
CATEGORY TOTAL	35,000.00	0.00	0.00	0.00	35,000.00	0.00	35,000.00
DEPARTMENT TOTALS	35,000.00	0.00	0.00	0.00	35,000.00	0.00	35,000.00

TT-14-109

Agreement Number: 14-418-3002-5057

NEW MEXICO TOURISM DEPARTMENT  
COOPERATIVE MARKETING GRANT AGREEMENT

**WHEREAS**, the New Mexico State Legislature appropriated funds to the New Mexico Tourism Department ("Department") the Department's purpose includes providing a coordinated statewide perspective with regard to tourism activities;

**WHEREAS**, the Department desires to coordinate a statewide perspective by leveraging non-profits', local governments', and tribal governments' tourism advertising;

**WHEREAS**, Town of Taos wishes to provide advertising and promotional service to promote tourism in New Mexico and is willing to provide matching funds to further the above purpose; and

**NOW, THEREFORE**, the Department and Town of Taos, a New Mexico Local Government entity ("Contractor"), collectively the "Parties," make and enter this AGREEMENT. **IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. SCOPE OF WORK:**

A. The Contractor agrees:

To work in collaboration with Taos County Chamber of Commerce, Taos Center for the Arts, Taos Pueblo Tourism, Taos Ski Valley Chamber of Commerce, Museum Association of NM, Harwood Museum of Art, Millicent Rogers Museum and the Taos Tourism Council to promote New Mexico and the Taos area by advertising through various form of media defined in the original written application submitted in response to the 2013/2014 Proposal Guidelines and Written Application Form, available at [http://nmindustrypartners.org/?page\\_id=66](http://nmindustrypartners.org/?page_id=66) (the "Website").

**Match Requirement:** The Department will provide a fifty percent (50%) match of eligible expenses up to the amount of the grant award, (the "Grant Award").

**Contractor Agrees to expend this amount in eligible expenses: \$ 80,000**

**Grant Award - Maximum Department Match: \$ 40,000**

B. The Contractor also agrees:

1. To expend an amount that meets or exceeds twice the amount of the Grant Award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
2. To meet or exceed the requirements of the 2013/2014 Proposal Guidelines and Application Form.
3. To use the Department's logo or tag line "newmexico.org" on all advertising; in the case of radio advertising, Contractor must use the slogan "New Mexico Land of Enchantment" or "New Mexico True" as well as the phrase "sponsored in part by the New Mexico Tourism Department".



October 8, 2013

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**Title:**

Stray Hearts Animal Shelter Contract

**Summary:**

Approval of contract for Stray Hearts Animal Shelter, in the amount of \$72,000 inclusive of gross receipts tax to perform intake and care of animals brought into them by the Town of Taos Police Department Animal Control Officer.

**Background:**

Contract for Stray Hearts to provide services to support animal control functions of the Taos Police Department. This contract will terminate on June 30, 2014 and is for \$64,000.00.

***The original contract has been signed and approved by the Town Attorney; however, it could not be scanned and attached due to network difficulties.***

**Attachments:**

Click to download

📎 [Contract](#)



## TOWN OF TAOS PROFESSIONAL SERVICE CONTRACT TT-14-112

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This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter** (hereinafter "CONTRACTOR") effective on **October 12, 2013**.

**WHEREAS**, the TOWN has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; and

**WHEREAS**, the TOWN conducted a formal request for proposals (RFP) process that resulted in the selection of CONTRACTOR as the most advantageous to the TOWN for the services to be provided under this contract; and

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

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

1. Scope of Work.

A. Contractor shall provide the following services: Provide intake and care of all animals brought in by the Town of Taos Police Department Animal Control Officer. Said services shall be in accord with, and meet professional standards. The Scope of Work is more particularly described in RFP# 08-09-12 attached hereto as Exhibit A and the response to the RFP attached as Exhibit B. This is the third renewal allowed pursuant to paragraph #4.

**The holding facility shall conform to the following requirements for the impoundment of animals:**

- The holding facility shall be structurally sound and shall be so maintained to protect the animals from injury, to prevent the animals from escape, and to restrict the entrance of other animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public.
- All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition;
- No animal shall be without attention for more than eight (8) consecutive hours;
- Every reasonable precaution shall be used to ensure that animals are not teased, abused, mistreated, annoyed, tormented or in any manner made to suffer by any person or means;
- No condition shall be maintained or permitted that is or could be injurious to the animals;
- The holding facility shall isolate sick animals from other animals and from the public

sufficiently so as to not endanger the health of other animals or the public;

➤ Every building or enclosure wherein animals are maintained shall be constructed of materials easily cleaned and shall be kept in a sanitary condition. The building or buildings, or enclosures shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical needs of the animals, with sufficient light to allow observation of animals and sanitary conditions:

➤ All animal rooms, cages, kennels and runs shall be of sufficient size to provide adequate and proper accommodations for the animals kept therein:

➤ The animals shall be provided proper shelter and protection from the weather at all times;

➤ Animals shall not be housed with their natural enemies. Animals that are temperamentally unsuited to each other or otherwise incompatible with each other ( Natural enemies would not include animals that are trained so that they can be placed together without attacking or performing other hostile acts against each other);

The holding facility shall accept all animals that the Town of Taos Animal Control Officer or Police Officers bring to the animal shelter for as long as there is sufficient money contracted for this service. Other small or large animals may be accepted by the holding facility at the Contractor's exclusive discretion. The Town has no financial or legal responsibility for any animal brought into the holding facility after seven (7) days for each animal from date of intake, as required by law. After the expiration of the seven-day holding period, all animals become the property of the contractor.

The spaying, neutering, or euthanasia of any animal retained by the holding facility shall conform to the applicable State Statutes and Town Ordinances as amended.

The holding facility shall conform to the following requirements for the issuance of and collection of fees for licenses:

➤ Licenses shall be obtained at the holding facility and fees collected at an amount established by the Town of Taos.

➤ Licenses shall not be issued unless the owner produces a current vaccination certificate issued by the veterinarian who last gave the animal its vaccination;

➤ The holding facility is responsible for the production and distribution of receipts and metallic tags upon payment of fees and the issuance of duplicate tags to replace lost tags, at a fee established by the Town of Taos;

➤ The holding facility shall track the issuance of annual licenses and apply adopted procedure guidelines for annual license renewal notification to Town of Taos residents.

➤ The collection of license fees and the issuance of licenses by the holding facility shall conform to the applicable State Statutes and Town Ordinances as amended.

B. Services will be performed at: 1200 St. Francis Lane, Taos NM.

## 2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: **Jan Gordon, Executive Director**

B. The address and phone number is:

Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter  
 PO Box 622  
 Taos, NM 87571  
 575-751-9708  
 575-758-2981 Fax

3. Term. This contract shall terminate **June 30, 2014** unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

**Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.**

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, excluding gross receipts tax and any expenses agreed to, as shown below, shall not exceed a maximum of **\$72,000.00**. This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.

- B. The TOWN shall pay CONTRACTOR at the following rate or rates for work performed under this Contract:

i. Flat rate of \$8,000.00 per month for an unlimited number of animals taken to Animal Shelter for care, for services within the scope of work satisfactorily performed. This amount includes GRT.

The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed **\$72,000.00**.

The total maximum contract amount including taxes and any expenses: **\$72,000**.

- C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.

- D. The Town will pay an invoice within 30 days of receipt of the invoice unless the TOWN finds any of the services or the amount billed unacceptable, in which case the TOWN shall: (a) pay any undisputed amount within the 30 days period following the TOWN's receipt of the

invoice and (b) within 15 days of receipt of the invoice send CONTRACTOR a written notice of exception. In the event of a notice of exception, the TOWN shall resolve the issues as soon as possible with the CONTRACTOR and shall pay the CONTRACTOR any resulting amount due within 15 days of the resolution of the exception issues.

E. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
  - A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN or the CONTRACTOR of notice of termination of this Contract, the CONTRACTOR shall: 1) not incur

any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

C. The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not

assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.

15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. 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' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.
20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any

interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.

21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.
23. Required Liability Insurance. If required, CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Entire Agreement. This contract which includes RFP# 08-09-12 attached as Exhibit A and the response to the RFP attached as Exhibit B, incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

30. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS HEREOF**, the parties have executed this Agreement as of the date last written below.

**CONTRACTOR:**

\_\_\_\_\_  
 Contractor  
 Printed Name: \_\_\_\_\_  
 Title or Position: \_\_\_\_\_

\_\_\_\_\_  
 Contractor's GRT/CRS Number OR

\_\_\_\_\_  
 Contractor's Fed. Tax ID No. or SSN


**TOWN APPROVAL:**

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

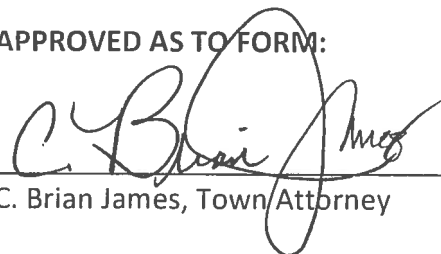
**ATTESTED TO BY:**

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

**ACCOUNTING APPROVAL:**

  
 \_\_\_\_\_  
 Marietta S. Fambro, Finance Director  
 Budget Line Item: **11-14-44005**

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 C. Brian James, Town Attorney

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
 Oscar Rodríguez, Town Manager



**October 8, 2013**

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**Title:**

Presentation from UNM Taos

**Summary:**

UNM Taos Executive Director, Kate O'Neill, will give a presentation regarding the repurposing of Rio Grande Hall and Bataan Hall.

**Background:**

**Attachments:**

Click to download

📎 [UNM Statement of Interest](#)



OFFICE OF THE EXECUTIVE DIRECTOR  
 DR. CATHERINE (KATE) O'NEILL  
 115 CIVIC PLAZA DRIVE  
 TAOS, NEW MEXICO 87571  
 KONEILL@UNM.EDU

PHONE (575)737-6204

FAX (575)758-5898

August 22, 2013

Town of Taos

Attn: Miranda Quintana, Procurement Officer

400 Camino de la Placita

Taos, NM 87571

Re: Convention Center Repurposing, RFP 13-14-01

Dear Ms. Quintana,

UNM-Taos is an educational non-profit celebrating its 10th year as a statute-designated branch of the state's flagship university, the University of New Mexico. As such we enjoy governmental status and administer resources, such as the 2012 General Obligation Bond for Education and the recently passed Taos County Educational Gross Receipts tax, that, under the right circumstances, would make us eligible to pursue a lease, lease-to-own, ownership or partnership agreement with the Town of Taos for Rio Grande Hall and Bataan Hall.

In addition, because our use of the buildings would lean heavily toward career tech and workforce development programs in the degree areas of science, technology, engineering and math (as well as our nationally accredited nursing program) repurposing of these buildings would attract funding sources that address the needs of economic development in the underserved rural areas of New Mexico.

Finally, it is our belief that UNM-Taos is in an excellent position to partner with the Town of Taos to maintain, upgrade, repair and revitalize these resources while mitigating costly utility, insurance, deferred maintenance, personnel and other costs to the Town. As a result, UNM-Taos will be able to return full value on the community's long-term investment in Rio Grande Hall and Bataan Hall.

After all, it is only right that a public asset should continue to serve the public interest, and it would be disappointing and a blow to community morale for these facilities to become under-used or vacant.

Therefore, please consider this letter to be our statement of interest, and please contact our administrative team at your earliest convenience so that we can pursue the possibility of taking these properties out of the Town's liability column and returning them to fully functioning assets of the community.

In the event that no applicant meets the intent and purpose of the current RFP, we look forward to exploring all public partnership options with town government in the spirit of cooperation and good will that has served us well in the past.

Sincerely,

Kate O'Neill, Ed. D.  
 Executive Director

Mario Suazo  
 Director of Business Operations

cc: Darren Cordova, Mayor  
 Oscar Rodriguez, Manager

Rudy Abeyta, Council Member  
 Andrew Gonzales, Council Member  
 Fred Peralta, Council Member  
 Michael Silva, Council Member



**October 8, 2013**

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**Title:**

Architectural Research Consultant's Recommendations to Improve Permit Processing

**Summary:**

Briefing on Architectural Research Consultants' evaluation and recommendations to improve the Town's efficiency processing business permits, building permits and zoning permits.

**Background:**

A consultant for the Town, Architectural Research Consultants, Inc. will provide a briefing with their evaluation and recommendations to improve the Town's efficiency in processing business permits, building permits and zoning permits.

**Attachments:**

Click to download

📎 [Presentation](#)



# **Town of Taos**

## **Evaluation & Recommendations to Improve Efficiencies in Processing Business Permits, Building Permits & Zoning Permits**

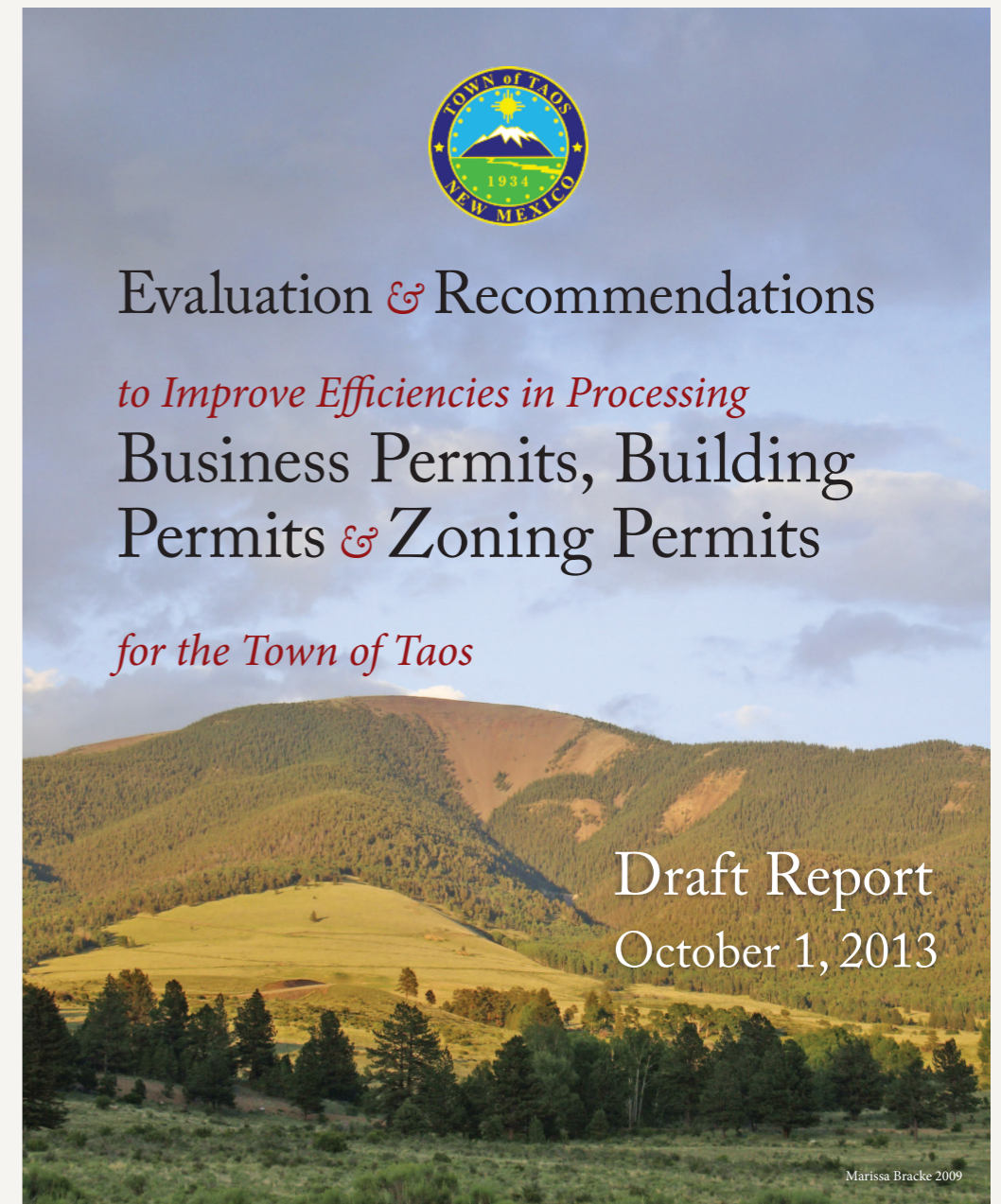
**Briefing Report to Town Council  
October 8, 2013**

**Architectural Research Consultants Incorporated**

Albuquerque, New Mexico • 505-842-1254 • Fax 505-766-9269 • Internet: [www.ARCplanning.com](http://www.ARCplanning.com)

# Project Tasks, Beginning in June

- Review of town code
- Evaluate trends in permitting activities
- Interview town staff, elected officials, Planning and Zoning Commission chair, and development professionals
- Identify and benchmark peer communities' practices
- Make recommendations



Architectural Research Consultants, Incorporated

# Summary of Recommendations

# Recommendations - 1

## ● Resources for Improving Permit Performance

1. Revise Department website
2. Enhance front counter customer services
3. Re-design application forms
4. Consider electronic filing or other other alternative permitting methods
5. Establish building permitting capacity
6. Develop or refine pre-application meetings format
7. Develop or refine format for development review team meetings
8. Clarify business license renewal

# Recommendations - 2

## ● Code and Decision-Making Options

- 9. Eliminate conditional use permit and special use permit preliminary public hearings requirements
- 10. Codify code procedures table
- 11. Publish process flow charts
- 12. Consider creating simplified, unified land use code
- 13. Set timing performance standards for minor and major projects
- 14. Raise zoning permit fees

# Recommendations - 3

## ● Administrative Resources

- 15. Hire staff or arrange for contractual services
- 16. Strengthen caseload planning management leadership
- 17. Revamp permit filing system - including GIS
- 18. Issue regular reports on caseload activities
- 19. Consider options and choose building permit management
- 20. Staff training
- 21. Provide P&Z Commission training in or close to Taos
- 22. Reorganize/complete remodeling of department office space

# Procedures in Town Code

## REVIEW PROCESSES

Procedures Table

	Code Administrator	Planning & Zoning Commission	Historic Preservation Commission	Town Council
Administrative Permit - Historic District – Minor Work	D		AH	2nd AH
Administrative Lot Split and Lot Line Adjustment	D	AH		AH
Annexation	R	RH		DH
Building Permit (1) and Certificate of Occupancy	D			
Business Registration	D			AH
Certificate of Appropriateness before Historic Preservation Commission	R		DH	AH
Conditional Use Permit	R	Pre-H		AH
Code Interpretation	D	RH		2nd AH
Demolition Permit	D	AH		2nd AH
Doublewide Mobile Home Permit (with State Manufactured Housing Division application attached)	R	AH		2nd AH
Fiestas, Carnivals and Festivals Application	D	AH		2nd AH
Flea Market and Garage Sale Permits	D (2)	AH		
Flood Damage Prevention Permit	D			AH
Flood Damage Prevention Permits - Variance	R	AH		AH
Flood Plain Permit	D	DH		A
Grading and Excavating Permit	D			A
Home Occupation Permit	D			
Homeowners Permit	R	AH		DH
Itinerant Vendors Permit	D	RH		2nd AH
Mobile Home Installation	D	AH		2nd AH
Mobile Home Planned Unit Development	R	AH		DH

# Procedural Table - 1

- Town of Taos has 33 procedures
- ▶ Administrative staff is the decision-maker for 16 procedures
- ▶ P&Z is the decision-maker for 6 procedures
- ▶ HPC: 1
- ▶ Council: 7

**D - DECISION-MAKER**  
**R - REVIEW**  
**H - PUBLIC HEARING**  
**A - APPEAL**

## REVIEW PROCESSES

Procedures Table

	Code Administrator	Planning & Zoning Commission	Historic Preservation Commission	Town Council
Pawnbrokers	D	RH		A
Planned Unit Development	R			DH
Provisional Permit (>300 s.f. limited to 80,000 s.f. – big box)	R	RH		DH
Sign Permit	D	Pre-H		AH
Special Use Permits (Uses Listed Other Than Cell Tower or Antenna)	R	RH		AH
Special Use Permit for Cell Tower or Antenna	R	AH		DH
Subdivision (3 lots or more)				
• Sketch Plan	R	DH		AH
• Preliminary Plat	R	DH		AH
• Final Plat	R	DH		AH
Vacations				
• Street Right-of-Way				
• Subdivision Plat		D		
Traditional Neighborhood Development District				
• TND Plan	R	RH		DH
• Rezoning to TND District	R	RH		DH
• Zone Changes after Rezoning	D	AH		2nd AH
Variance	R	DH		AH
Variance – Sign Code	R	DH		AH
Zoning Change	R	RH		DH

R-Review and recommendation, Pre- Preliminary, D-Decision-maker, final action, H-Public hearing, A-Considers Appeal.

(1) General Construction portion of Building Permits are issued by the Town; Mechanical and Plumbing portion of Building Permits are issued by New Mexico Construction Industries Division (CID) and may be appealed to the CID general construction bureau chief, then to the CID director, then to the Construction Industries Commission.

(2) Suspension of flea market permit may be appealed to the Town Manager

# Procedural Table - 2

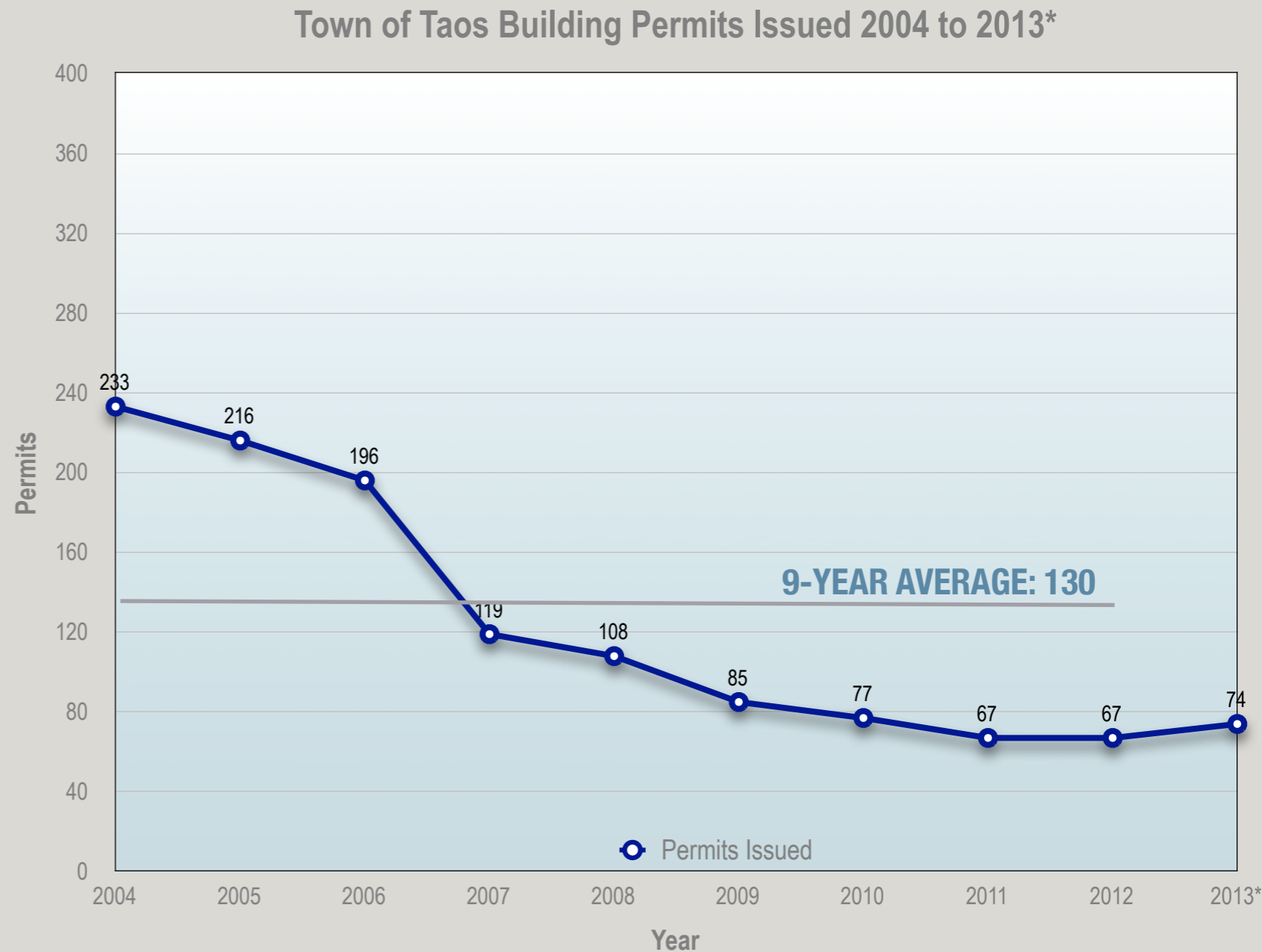
- Town of Taos has 33 procedures
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**D - DECISION-MAKER**  
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**H - PUBLIC HEARING**  
**A - APPEAL**

# Trends in Building Permits

# Building Permits Issued

- 2012 was 71% down from 2004
- First 8 months of 2013 saw more permits than of 2011 and 2012



SOURCE: TOWN OF TAOS BUILDINGS SAFETY DIVISION

\*JANUARY THROUGH AUGUST, 2013

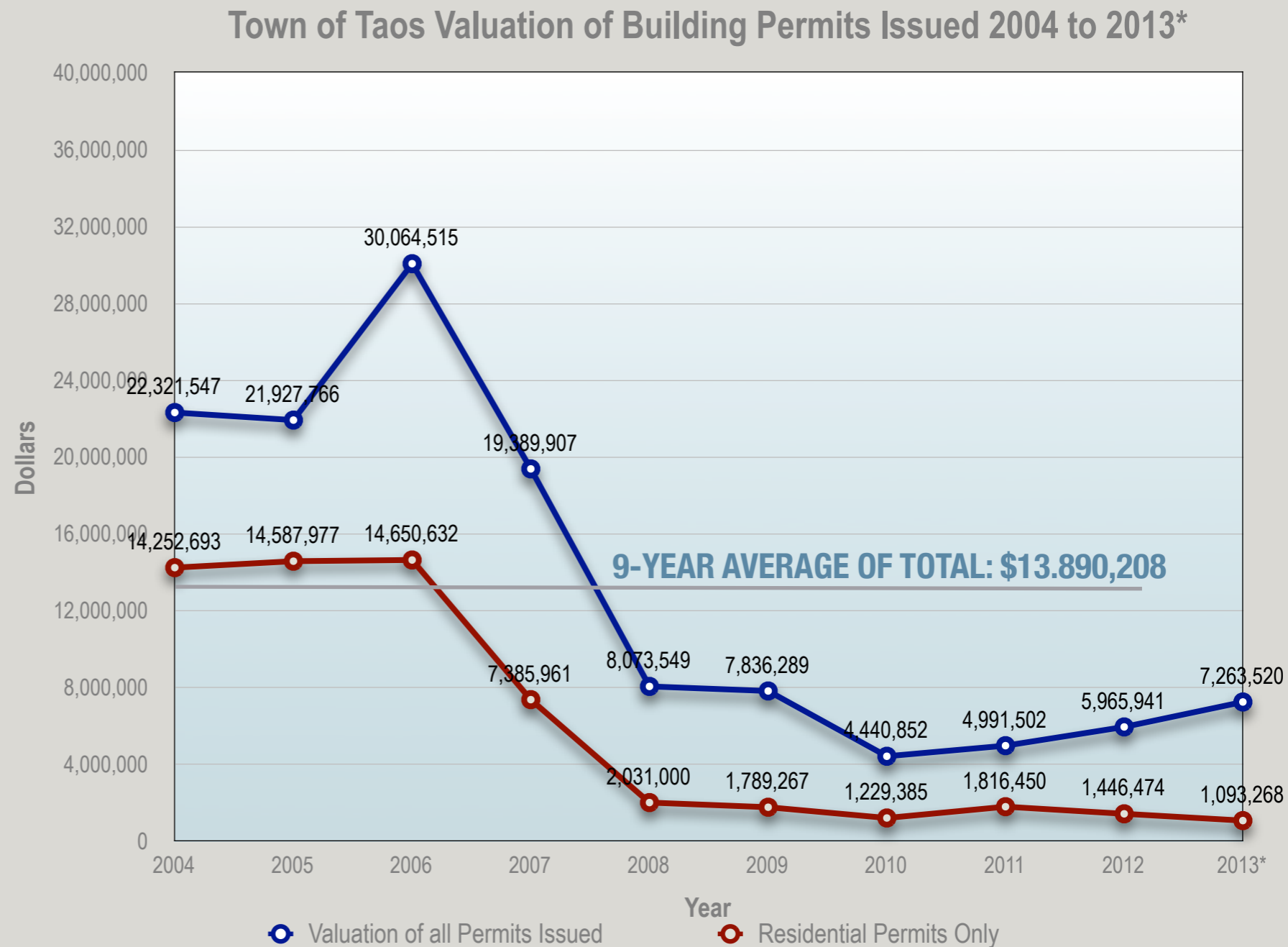
# Building Permits By Types

- Largest single category is Commercial Additions and Alterations (25% of permits issued)
- Residential New and Addition combined are 55% of permits issued
- Other and Miscellaneous is a large category (20%) and encompass many different permit types

Town of Taos Building Permit Activity by Types of Permits Issued							
Year	New Residential	Residential Additions	New Commercial	Commercial Additions and Alterations	Other and Miscellaneous	Plan changes	Total
2004	59	57	7	49	38	25	235
2005	69	52	13	55	21	6	216
2006	66	39	19	45	27	2	198
2007	24	19	11	35	30	0	119
2008	8	28	5	28	32	7	108
2009	15	38	6	15	4	0	78
2010	6	18	1	16	36	0	77
2011	5	18	1	18	34	2	78
2012	8	6	3	30	18	0	65
<b>Total</b>	<b>260</b>	<b>275</b>	<b>66</b>	<b>291</b>	<b>240</b>	<b>42</b>	<b>1,174</b>
<i>Portion by Type of Permit</i>	22%	23%	6%	25%	20%	4%	100%
<b>Source: Town of Taos Building Safety Division, tabulated by ARC</b>							
Notes: Casitas are included in new residential; residential additions and alterations included garages and carports until 2007; after 2007, garages and carports are reported as other and miscellaneous. Plan changes were not reported as new permits in recent years.							

# Building Permits Valuation

- 2012 was 73% down from 2004
- Residential was over 60% of the totals in 2004 and 2005, and dropped as a share as low as 24% in 2012

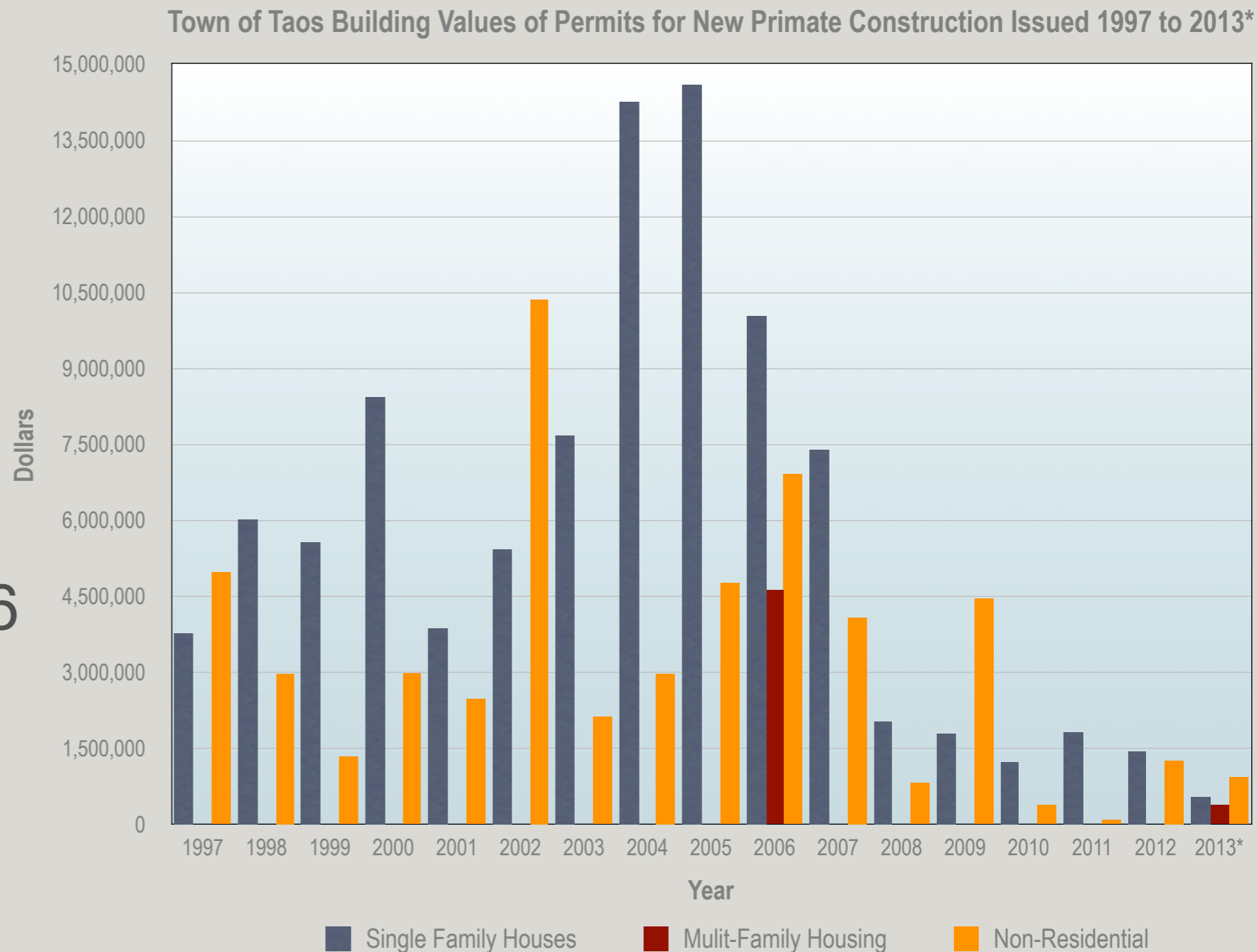


SOURCES: TOWN OF TAOS BUILDING SAFETY DIVISION FOR ALL PERMITS, U.S. CENSUS FOR RESIDENTIAL PERMITS ONLY

\*JANUARY THROUGH AUGUST, 2013 FOR TOTAL; THROUGH JUNE 2013 FOR RESIDENTIAL

# Building Permit Values for New Private Construction

- Over the 16 year period, new construction totaled by category:
  - Single family \$95.3m.
  - Multi-family \$4.6m.
  - Non-residential \$53.0m.
- 2004, 2005 and 2006 were the peak years

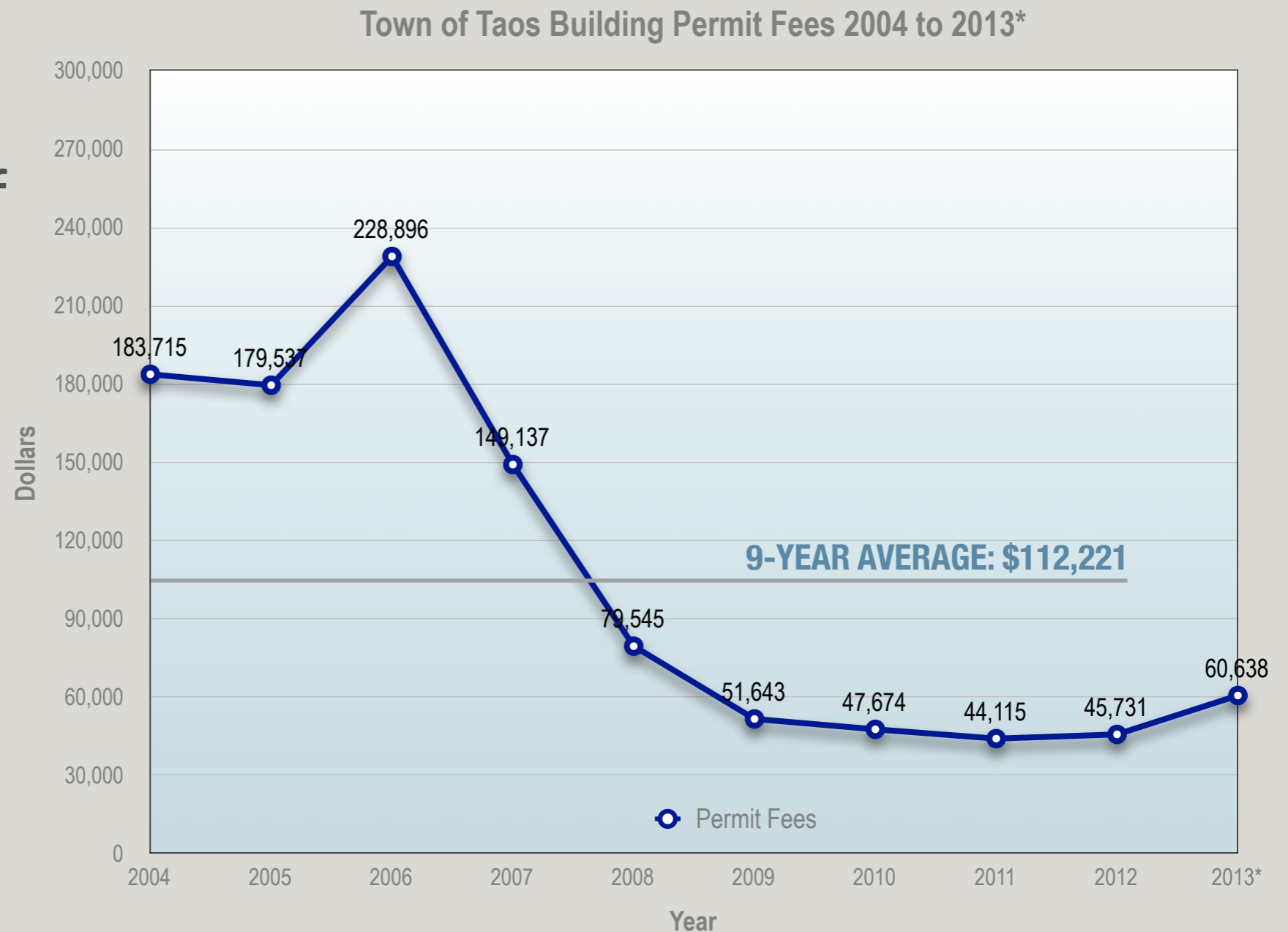


SOURCE: UNM BUREAU OF BUSINESS AND ECONOMIC RESEARCH  
THROUGH CONTACTING INDIVIDUAL NEW MEXICO PERMIT-ISSUING  
AGENCIES.

\*JANUARY THROUGH JUNE, 2013

# Building Permits Fee Revenues

- 2012 was 75% down from 2004
- First 8 months of 2013 are higher than the last 4 years

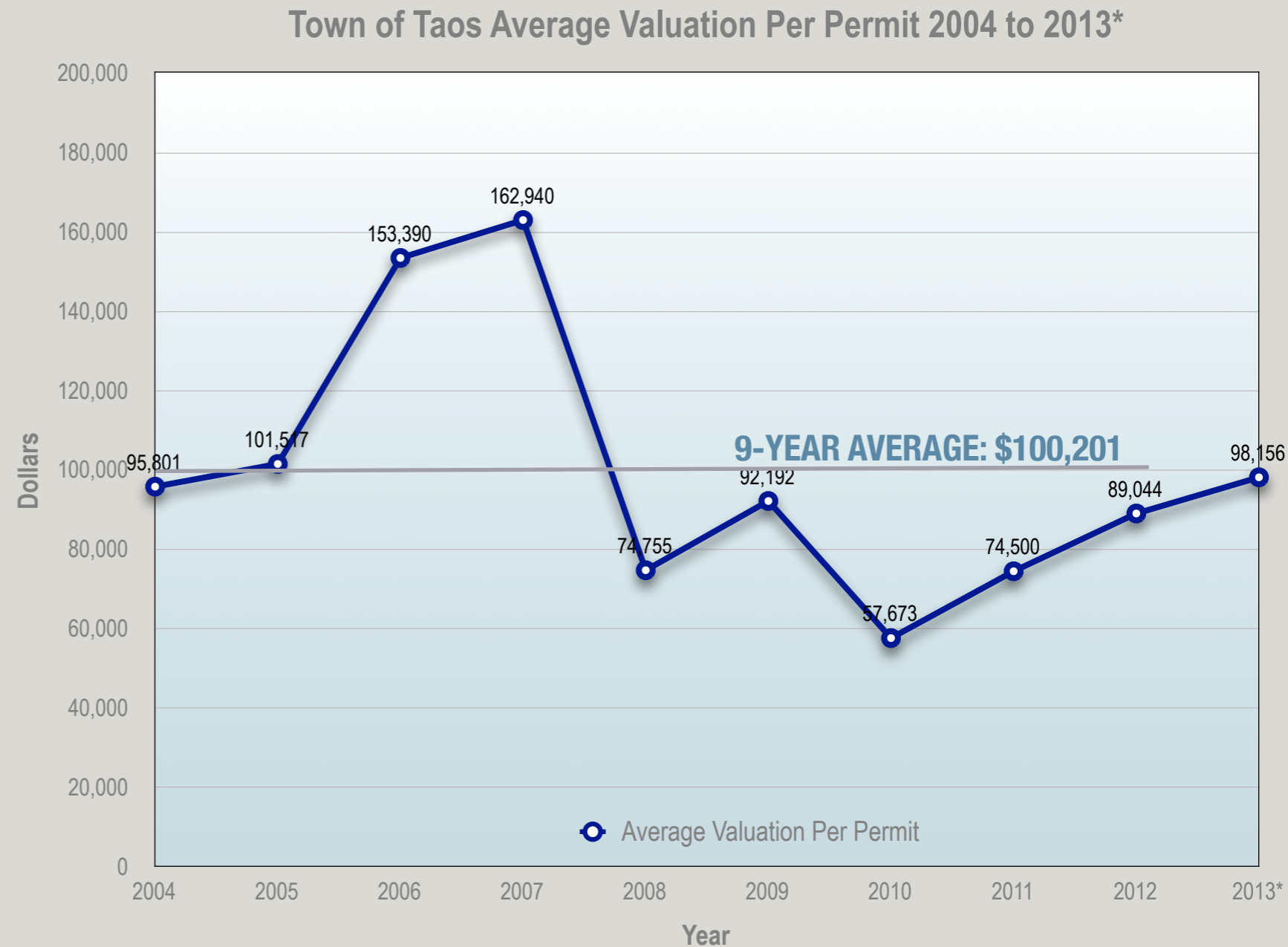


SOURCE: TOWN OF TAOS BUILDING SAFETY DIVISION

\*JANUARY THROUGH AUGUST, 2013

# Average Valuation Per Building Permit

- 2012 was 7% down from 2004
- 2013 is higher



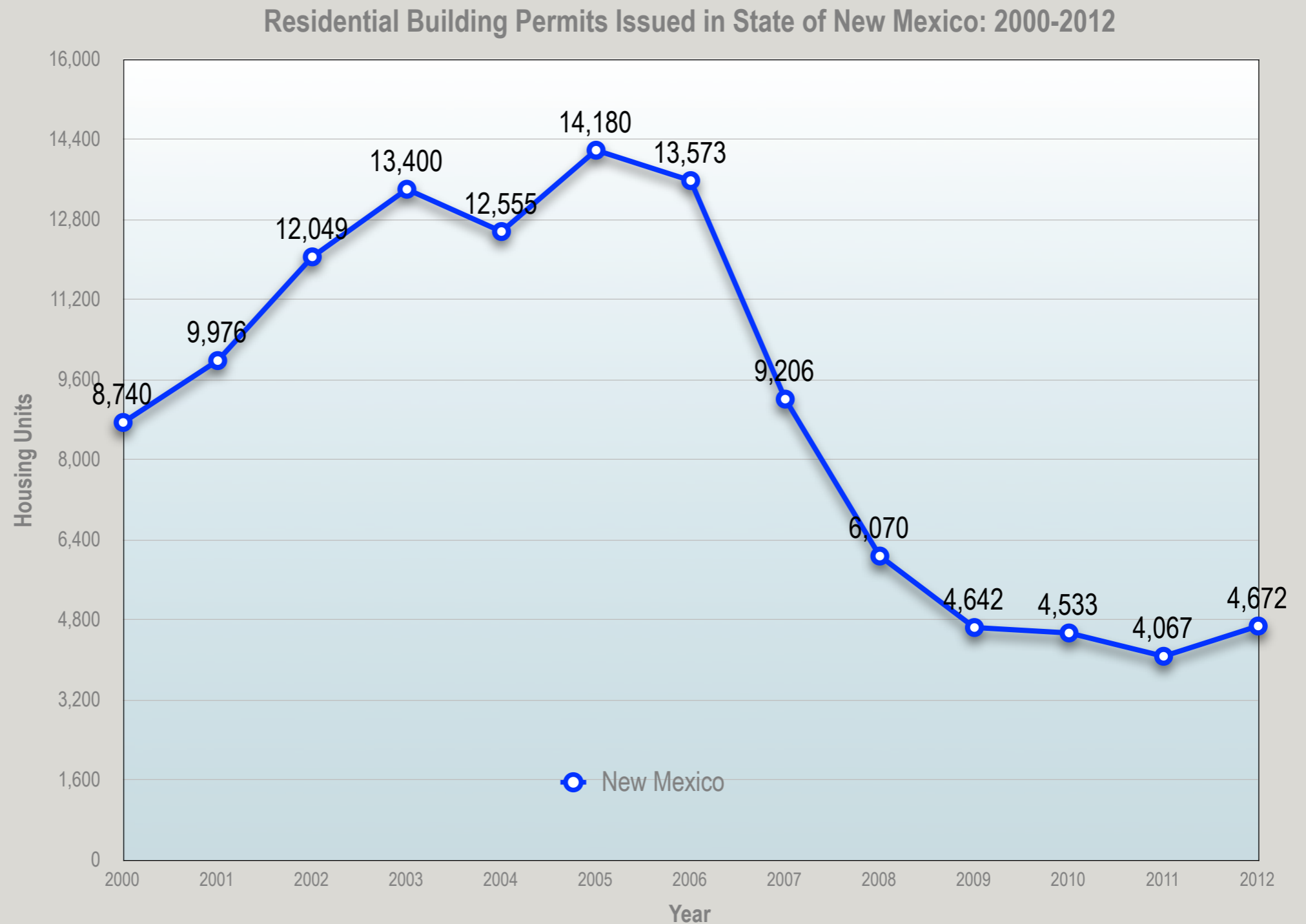
SOURCE: TOWN OF TAOS BUILDING SAFETY DIVISION

\*JANUARY THROUGH AUGUST, 2013

# **Comparative Residential Building Permits Issued in New Mexico, Taos, Los Alamos and Santa Fe**

# New Residential Construction Building Permits: New Mexico

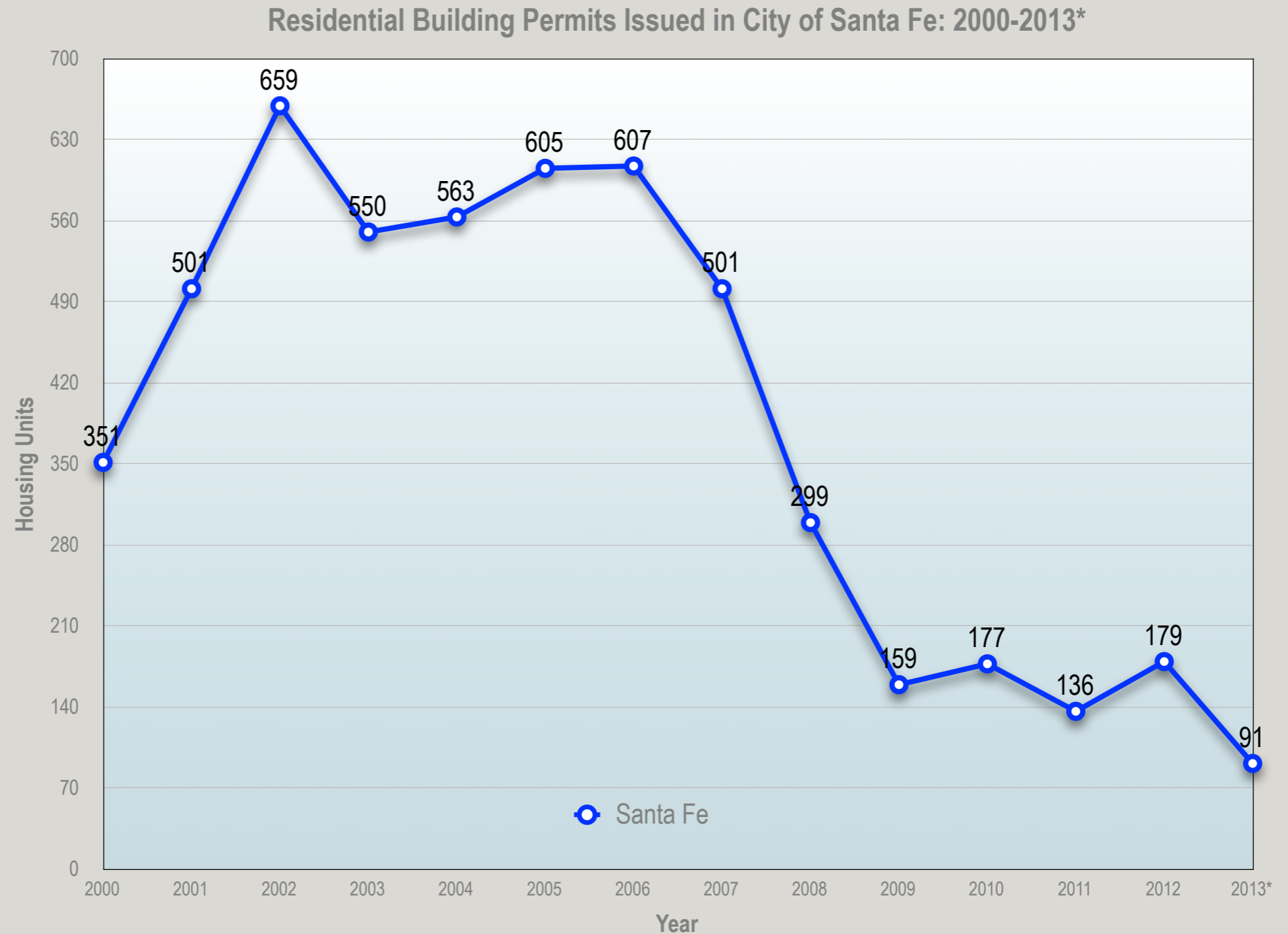
- Similar trendlines for NM and Santa Fe



SOURCE: U.S. CENSUS BUILDING PERMITS SURVEY

# New Residential Construction Building Permits: Santa Fe

- Similar trendlines for NM and Santa Fe



SOURCE: UNM BUREAU OF BUSINESS AND ECONOMIC RESEARCH THROUGH CONTACTING INDIVIDUAL NEW MEXICO PERMIT-ISSUING AGENCIES.

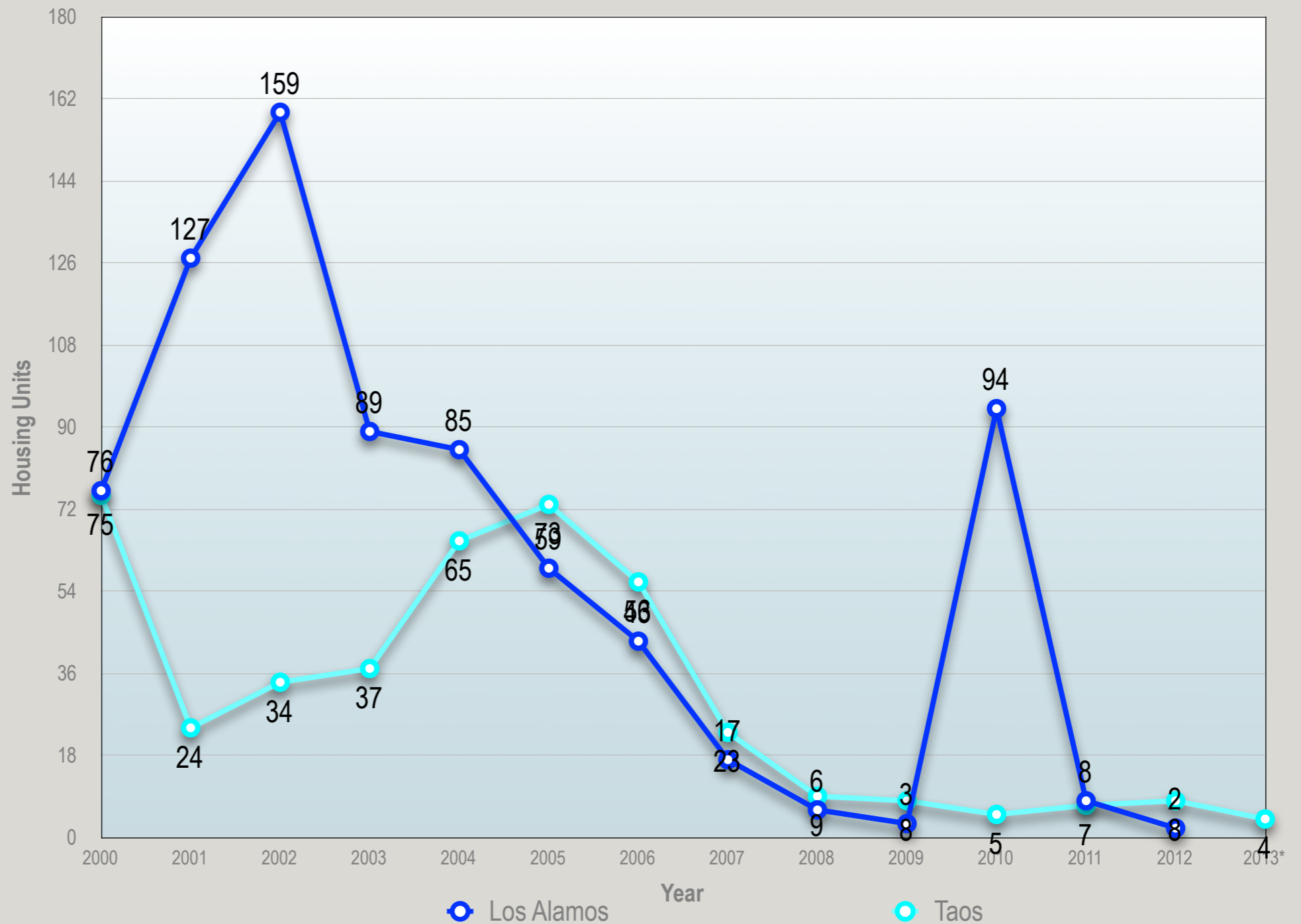
\*JANUARY THROUGH JUNE, 2013

Page 78

# New Residential Construction Building Permits: Taos and Los Alamos

Residential Building Permits Issued in Town of Taos and Los Alamos County: 2000-2013\*

- Taos residential declined since 2005, getting very low
- Los Alamos generally declined but had a large 2010



SOURCE: UNM BUREAU OF BUSINESS AND ECONOMIC RESEARCH THROUGH CONTACTING INDIVIDUAL NEW MEXICO PERMIT-ISSUING AGENCIES.

\*JANUARY THROUGH JUNE, 2013

Page 79

# Trends in Business Registrations

# New and Closed Business Licenses

- In addition, 1,200 business licenses are renewed annually

## New Business Licenses Issued by Year

Year	New	Closed	Net Change	Food Related New Businesses
2009	198	168	30	9
2010	190	235	-45	15
2011	204	165	39	15
2012	172			12
2013*	111			

Source: Town of Taos Building Safety Division

\*January through August 2013

# Trends in Zoning Cases

# Zoning Cases

- Special use permit is largest category, followed by variance, conditional use permit, then zone change

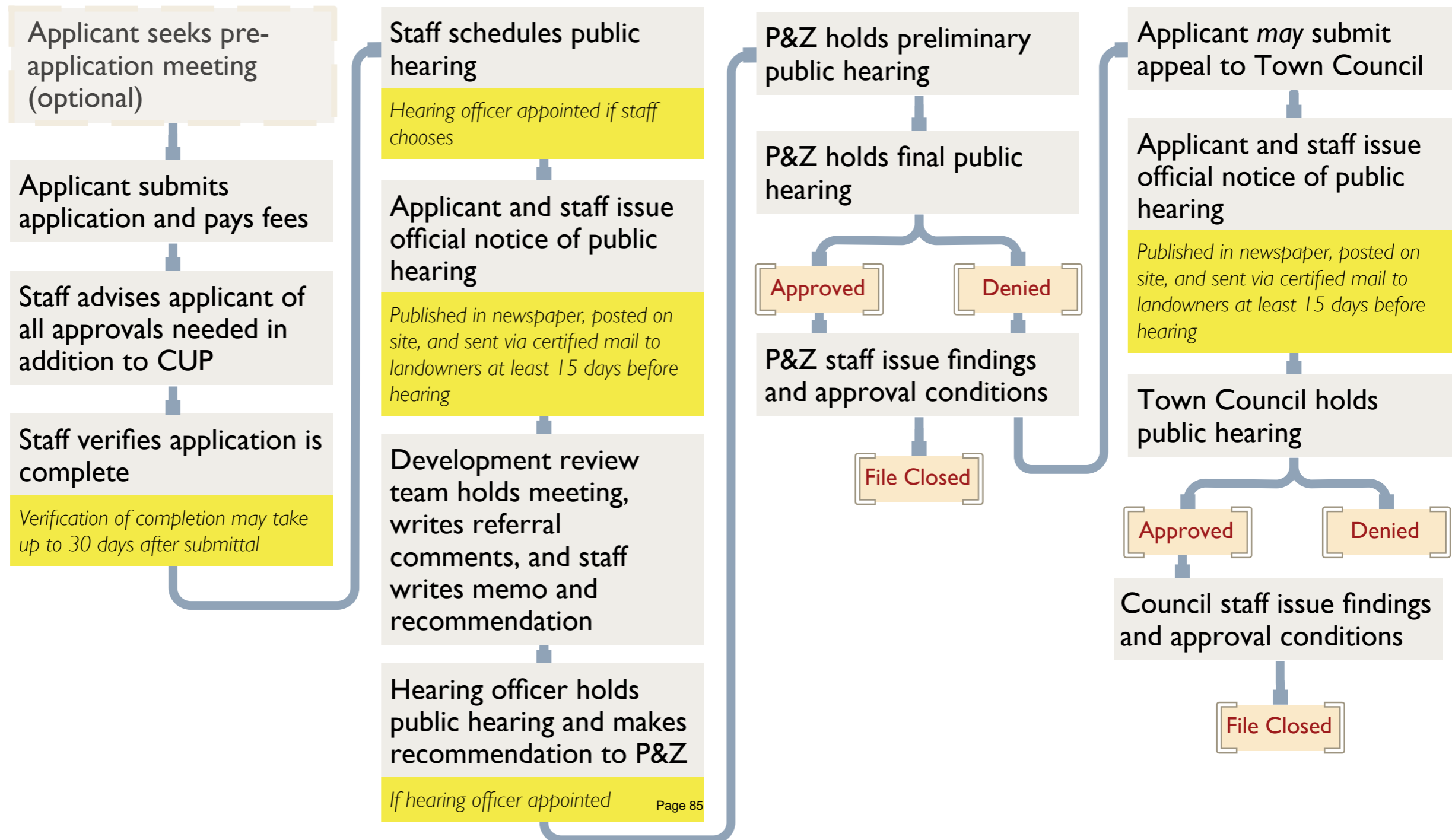
<b>Summary of Town of Taos Zoning Cases: 2010-2013</b>					
	2010 Approved	2011 Approved	2012 Approved	2013* Approved	3 Plus Years Total
Annexation and Zone Change		1	1	1	3
Certificate of Appropriateness	2			2	4
Conditional Use Permit	1	2	3	1	7
Flea Market			1		1
PUD Overlay Zone	1				1
Special Use Permit	4	6	1	3	14
Subdivision		1	1		2
Variance	2	2	4	1	9
Zone Change	2	3			5
<b>Total</b>	<b>12</b>	<b>15</b>	<b>11</b>	<b>8</b>	<b>38</b>
Note: This table includes each individual procedure, while several cases combined the procedures into a single application.					
*January through August, 2013					

# Process Flow Charts

# Conditional Use Permit Process



## Town of Taos Conditional Use Permit Process (Existing Process as of 9-6-2013)



# Conditional Use Permit - Performance Goal in Working Days

- Legend for next chart
- Performance goal

## Suggested Performance Standards:



Maximum duration in working days



Beginning of process



Phase deletion proposed

## Performance Goal:

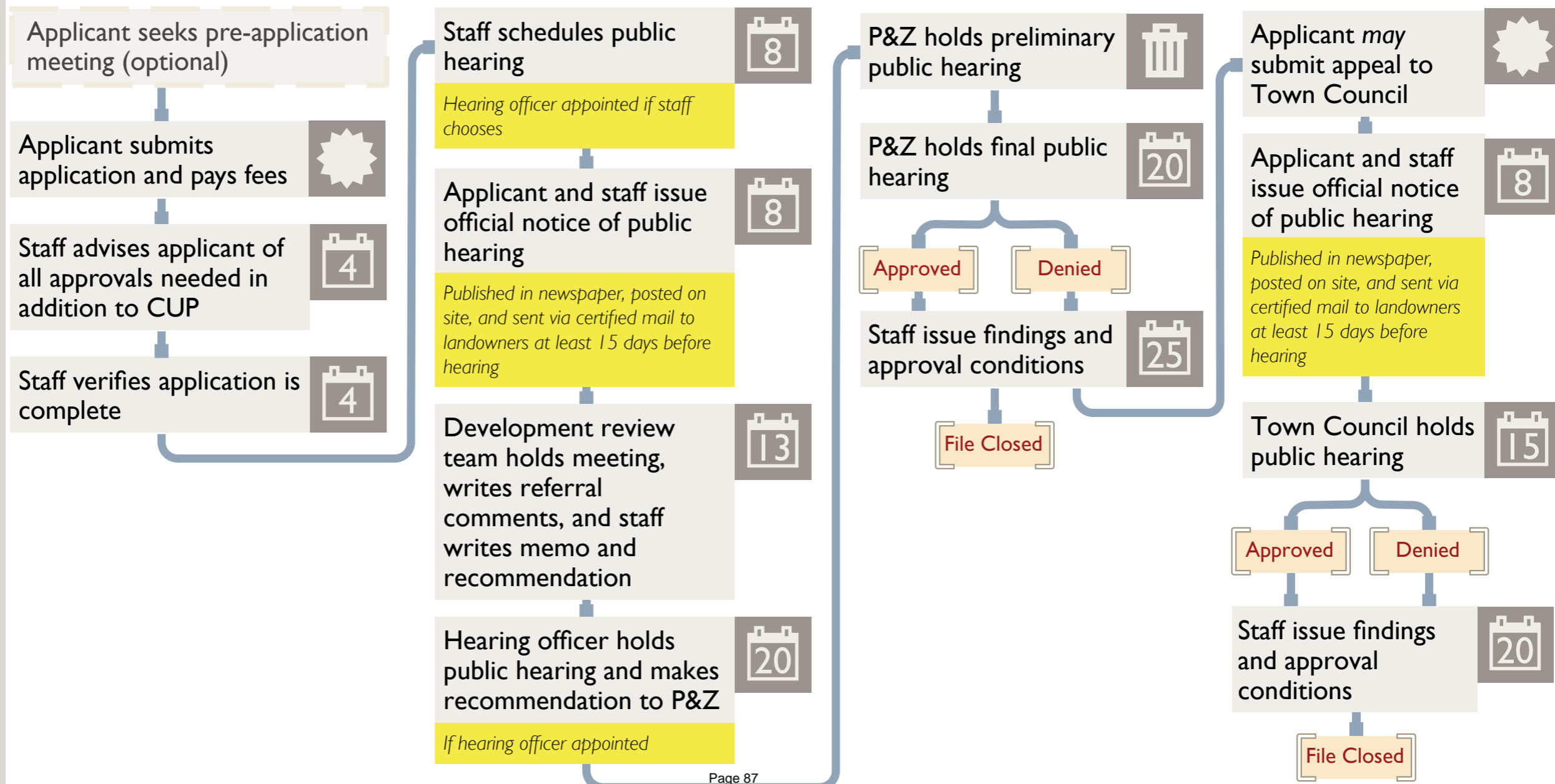
Issue permit within 25 working days from a complete application, or 45 working days if appealed to Council.

Add 20 working days if hearing officer appointed.

# Conditional Use Permit - Performance Goal in Working Days



## Town of Taos Conditional Use Permit Process (Proposed Changes and Timelines for Process)





**October 8, 2013**

---

**Title:**

Resolution 13-41 Septage Discharge

**Summary:**

Consideration and possible approval of Resolution 13-41; A resolution revising the fees, policies, procedures, and regulations governing septage discharge at the Taos Valley Regional Waste Water Treatment Facility.

**Background:**

This proposed resolution will replace resolution 03-35 passed and adopted by the town council June 17, 2003. Since the adoption of the existing resolution the requirements established by the environmental department have changed and require a more stringent policies and procedures.

**Attachments:**

Click to download

📎 [Resolution 13-41](#)



## RESOLUTION 13-41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAOS ESTABLISHING ADMINISTRATIVE POLICIES AND A FEE STRUCTURE PERTAINING TO ALL SEPTIC TANK WASTE TRANSPORTED FROM THE TAOS VALLEY FOR DISPOSAL AT THE TAOS VALLEY REGIONAL WASTEWATER TREATMENT FACILITY.

**WHEREAS**, the Town Council of the Town of Taos recognizes the need to provide it's community and the citizens of Taos County with a means for the disposal and treatment of Septic Waste which is environmentally acceptable;

**NOW THEREFORE**, be it resolved, by the Town Council, the governing body of the Town of Taos, that:

- 1.) A septage discharge facility is established at the Taos Valley Regional Wastewater Treatment Facility, located at 182 Los Cordova's Road for the purpose of receiving septic waste from licensed and approved septic haulers.
- 2.) The policies and procedures contained herein shall be followed by all users of this facility.
- 3.) The charges, fees, and rates prescribed herein shall be charged to all users of this facility, and are subject to change as deemed necessary by the Town Council of the Town of Taos.
- 4.) The Town of Taos reserves the right to refuse service to anyone if the user fails to comply with the Policies, Procedures, Rules and Regulations as established herein, or if discharge of such waste poses a threat to the proper treatment of sewerage at the Taos Valley Regional Wastewater Treatment Facility. The fees listed in this resolution shall be in addition to any required by separate ordinance or resolution;

**BE IT FURTHER RESOLVED**, that the policies, procedures, regulations and fees listed herein have been established by the Town Council, the governing body of the Town of Taos as follows:

**Purpose: The Town of Taos Septage receiving station has been constructed for the purpose of providing an environmentally safe and economical disposal site for the discharge of domestic and small commercial septic waste.**

**Location and Hours of Operation:** The Septage receiving station is located at 182 Los Cordovas Road. The hours of operation for the Town of Taos Septage Discharge Facility are from 8:00 AM to 4:00 PM Monday thru Friday and 8:00 AM to 12:00 Noon Saturdays and Sundays and closed for Town observed holidays.

**Fees:** The discharge fees listed below will be charged based on the actual amount of discharge only if the truck is equipped with an adequate measuring device which has been inspected and approved by a designated representative of the Town of Taos. Any discharge from a truck not having an approved measuring device, will be charged based on truck tank capacity, regardless of the actual gallons being discharged.

Random sampling will be conducted on loads accepted at the septage receiving station, a budget for sampling will be established in the Waste Water Treatment Facility operating budget. in the event the septic hauler discharge an unacceptable load he/she will be billed for the testing and lab results not to exceed \$1500.00 per test and will lose their dumping privileges for up to one (1) year.

Fees for discharging septage waste will be as follows.

TANK CAPACITY	COST PER LOAD
1 - 2000 GALLONS	\$ 40.00
2001 – 3000 GALLONS	\$ 50.00
3001 – 4000 GALLONS	\$ 60.00
4001 – 5000 GALLONS	\$ 70.00

In the event of an after-hour emergency, the septic receival station, upon proper notification will be made available for discharge. A service fee of \$100.00 per visit will be assessed to the respective account. Emergency contact number is 575-770 2021.

Emergency is defined as:

A septic spill that poses an immediate risk to health, life, property and or environment.

All fees may be subject to change when viewed as necessary by the Town Council of the Town of Taos.

**Account start-up Procedures:** Any Septage hauler wishing to utilize the discharge facility will be required to set up an account at the Utility Billing Office located at 400 Camino de la Placita. Septage haulers will be charged a deposit of \$250.00 to activate their account. Septic Haulers, who have previously established accounts with the Town of Taos for Septic Discharge, will not be required to pay new account deposits. Users will be billed on a monthly basis for the total number of loads discharged during the

billing period. All Septage haulers must provide proof of current discharge permit, appropriate State of New Mexico licensing and insurance in order to set up an account for discharging waste. Companies conducting business with the Taos Valley Regional Wastewater Treatment Facility will be required to obtain and renew a business license with the Town of Taos on an annual basis

**Fines for Violations: This facility has been provided as a service to the community, any misuse or fraudulent use of this facility is subject to fines up to \$5,000.00 and/or revocation of discharge privileges. Fines for any violation to the discharge policies and procedures may be invoked on both the owner and his/her representative when in the opinion of the Town of Taos; the haulers representative knowingly violated the policies and procedures for discharging septic waste.**

**Vehicle Inspections:** Any truck discharging at this facility must be inspected to verify size of tank and to insure that no leaks are present prior to allowing the vehicle in question to use this facility. All trucks must have the Company name and tank capacity displayed and clearly visible on the unit. Proof of appropriate permits, licensing and insurance must be kept on each vehicle and made available for inspection upon request. All trucks using this facility are subject to inspection at any time by a representative of the Town of Taos or CH2MHILL. Any vehicle failing to pass inspection will not be allowed to use this facility until all deficiencies are corrected.

**Manifests:** Manifests must be filled out for each pump location and must be submitted to the Town official (CH2MHILL) at the time of discharge. All discharge records will be kept on file and are subject to review by the New Mexico Environment Department. Blank Manifest forms are available at the Town of Taos, Wastewater Treatment Plant. Any falsification of manifest information shall be considered a gross violation and is subject to immediate revocation of privileges and a fine for the maximum allowed by law. Anyone caught committing such a violation will also be reported immediately to the New Mexico Environment Department with a recommendation for severe action by that authority.

**Liability Insurance Requirements:** Prior to discharging septic waste at the designated location, septic haulers must maintain and have available for inspection, proof of liability insurance in an amount at least equal to the minimum requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended and specified herein) and name the Town of Taos as additional insured on the policy.

- 1.) The sum of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of a single occurrence; and
- 2.) The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

- 3.) The sum of four hundred thousand (\$400,000) for any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically related expenses as permitted under the Tort Claims Act; or
- 4.) The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

**Indemnification:** The Septic Hauler and his/her representatives agree, to the fullest extent permitted by law, to indemnify and hold the TOWN harmless from damages and losses arising from the negligent acts, errors or omissions of the Septic Hauler or his/her representatives in the use of this facility, to the extent that the Septic Hauler is responsible for such damages and losses on a comparative basis of fault and responsibility between the Septic Hauler and the TOWN. The Septic Hauler is not obligated to indemnify the TOWN for its own negligence. The Septic Hauler further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by the Septic Hauler, his employees, agents or other representatives while engaged in the performance of this contract.

**Subcontractors:** Subcontracting services under a discharge permit or account is not permitted. Such subcontractors will not be allowed to use the Septic Discharge Facility until the subcontractor meets all the conditions set forth herein and operate under his/her own service account with the Town of Taos.

**Acceptable waste:** Domestic wastes from residential and commercial septic tanks are permitted for dumping at the designated receiving site.

**Non-acceptable waste:** Any liquid or vapor having a temperature exceeding 150 degrees, any waste containing fifty parts per million in weight of fat, oil or grease, any waste containing a ph. lower than 5.5 or higher than 9 or having corrosive properties capable of causing damage or hazard to structures, equipment or personnel, any waste containing toxic, radioactive or poisonous substances in sufficient amounts to injure or interfere with treatment or constitute a hazard to humans or animals, any sand or grit, any garbage hazardous waste, industrial waste, toxic waste, petroleum products and chemical waste are prohibited from dumping into the Town of Taos sewage disposal site. Septic haulers must make alternate arrangements for disposing of non-acceptable waste materials listed herein.

**Any hauler wishing to discharge waste(s) not listed herein must receive prior approval from the Town of Taos, Wastewater Treatment Plant Manager before discharging at the designated site. If you are uncertain about the type of waste you are proposing to discharge please contact the Town of Taos Wastewater Treatment Plant at (505) 758-8401, or the Utilities Department at (505) 751-2047 or you may visit our office at 1030 Dea Lane between the hours of 8:00AM and 5:00PM Monday thru Friday.**

**Limitations to Service Area:** The Town of Taos recognizes the need to provide this service to our community and surrounding area, however due to concerns with controlling the discharge to this facility, the service area will be limited to waste produced within Taos County and certain approved locations in the immediate surrounding area. Waste produced outside of the service area will not be accepted at this facility. Septic haulers must make other arrangements for disposing of such septic waste. The Taos Valley Regional Waste Water Treatment Facility will only accept a maximum of 26, 000 gallons of septic waste per day.

**Unloading Procedures:** Drivers must report to the Taos Valley Wastewater Treatment Facility, located at 182 Los Cordovas Road to log in loads, at which time they will be accompanied to the Septage Receiving Site for unloading. Septic Haulers are responsible for cleaning up all spills and for following all safety procedures while using this facility. A yard hydrant will be available at the discharge site for rinsing tanks. Washing trucks is prohibited at this site. Anyone abusing the use of this hydrant is subject to revocation of privileges. Each hauler must provide their own garden hose and spray nozzle. The Town of Taos will not provide hoses for cleanup.

**Any Septic Hauler causing damages to Town of Taos property will be billed for repairing said damages and are subject to fines if said damages were a result of abuse or negligence. Any violation(s) to the discharge regulations will result in citations and possible revocation of discharge privileges.**

**All Policies, Procedures and Fee's described herein are subject to change at the discretion of the Town of Taos.**

**PASSED, APPROVED and ADOPTED**, this 8th day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Rudy C. Abeyta	_____
Councilmember Michael A. Silva	_____
Councilmember Frederick A. Peralta	_____


## TOWN OF TAOS

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

**ATTEST:**

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

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
**C. Brian James, Town Attorney**

**Acknowledgment of Receipt of Policies and Procedures Governing the Use of the Town of Taos Septic Receiving Facility.**

I the undersigned representative for \_\_\_\_\_, acknowledge receipt of the Policies and Procedures governing the use of the Town of Taos Septage Receiving Facility, and agree to comply with all the terms and conditions listed herein while using this facility. It is further understood and agreed, that it shall be the responsibility of the undersigned septic waste hauler to inform any employee or representative of said hauler of all policies, procedures, rules, regulations and fees related to the use of this facility. Failure to inform his/her employees shall constitute a violation and is subject to revocation and/or fines as outlined in the Policies and Procedures.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**October 8, 2013**

---

**Title:**

Presentation on Plans for Improving Paseo del Pueblo Norte/Sur

**Summary:**

Public Works Director Francisco "French" Espinoza" will give a presentation on the New Mexico Department of Transportation's plans for improving Paseo del Pueblo Norte/Sur.

**Background:**

**Attachments:**

Click to download

 [Presentation](#)

# 2013/2014 Public Works Project Updates

Francisco “French” Espinoza  
Director of Public Works

# Bad News?

## THE TAOS NEWS

TAOS, NEW MEXICO • 75 CENTS • MARCH 1-7, 2007 • WWW.TAOSNEWS.COM

### State officials say, RIP, Relief Route

By Andy Dennison  
*The Taos News*

The relief route around Taos was officially pronounced dead Tuesday (Feb. 27).

After decades of surveys, plans, hearings and discussion, state highway officials told the county commissioners that the project would be "put on hold" indefinitely.

"It was clear that there aren't enough through trips along (US) 64 and the local support wasn't there," said Joe García, manager of regional design

for the New Mexico Department of Transportation (NMDOT).

Plus, García and Phil Gallegos, NMDOT District 5 manager, said money for major new road construction in the state and the federal coffers is drying up. Even if any relief route was approved, it would take 20-30 years to gather the funds.

"These conditions mean we will take a 'no build' option for the relief route," García said. "It means we will take a different look at this area."

A shift in perspective may mean proposed solutions to congested traf-

fic in the downtown Taos area, or what Gallegos called "micro-traffic." Several proposals have come up for rerouting traffic off of Paseo del Pueblo as traffic gets clogged up around the plaza area.

The decision pleased Taosños for Real Traffic Relief, an activist group that has opposed any bypass road around the town, and prompted a plea for other forms of congestion relief.

"We need to get creative," Barbara Sheppard, president of the group, told the commissioners. "We've got to

coordinate with any master plans."

#### Other road projects

Gallegos confirmed that a major \$4.3 million reconstruction of NM 68 north and south of the entrance to Taos Pueblo on Elk Creek Road was still on the books. He said design for adding a turn lane from Placitas to Guadaluja Grill and adding sidewalks should begin in October, once fiscal year 2008 funding is available.

"The El Prado project is lucky to still be on the books," he said.

Several coPage 97ners asked

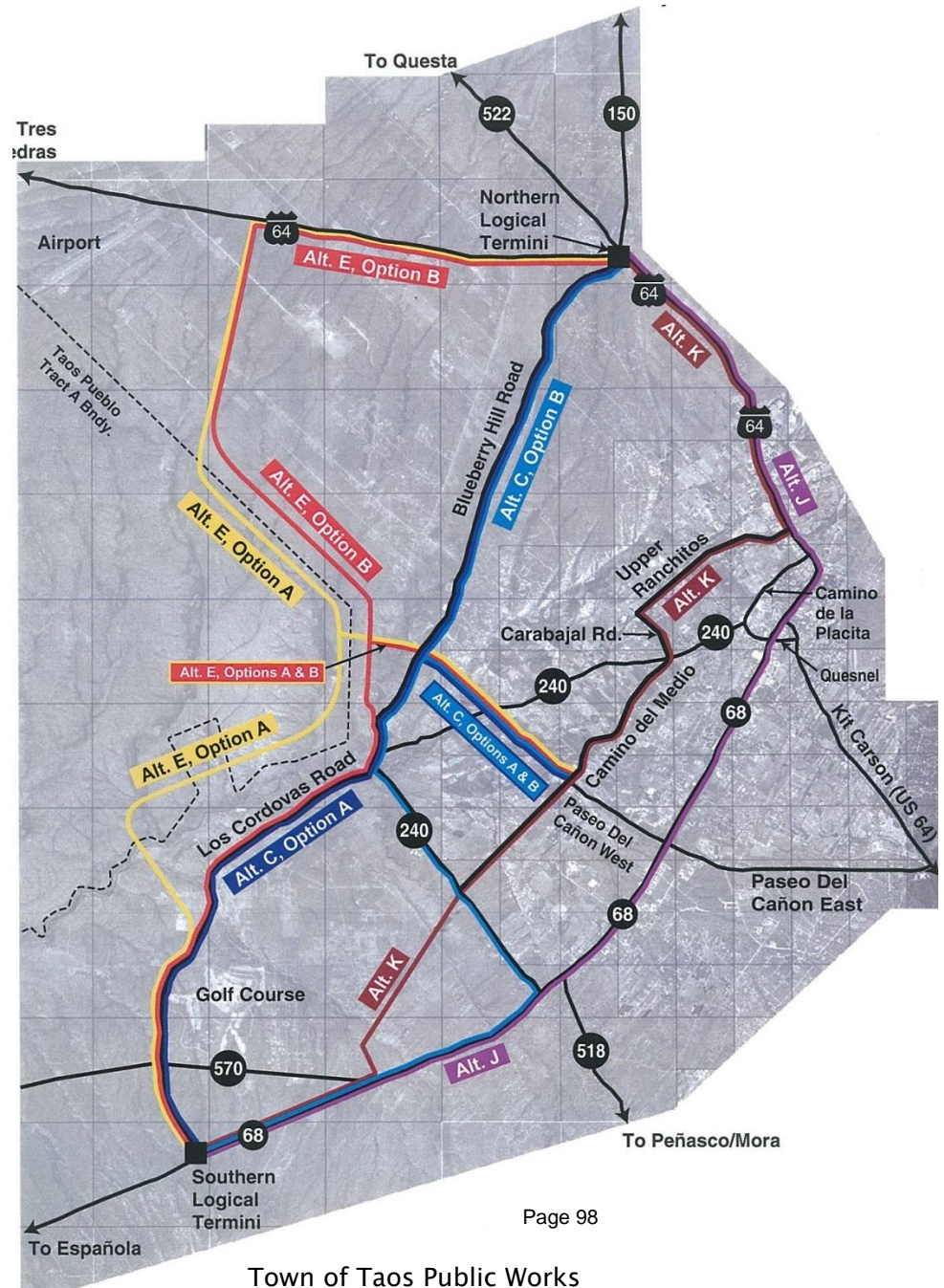
about possible improvements on NM 240 through Ranchos de Taos, but the highway official said little money will be available in the coming years.

"We're working on STIP (Statewide Transportation Improvement Project) four years out," Gallegos said. "And there isn't much money there."

Commissioner Charlie Gonzales asked if the state could help with "lateral roads" that feed into state routes, but he was told that the state couldn't be involved in those types of projects.

■ [adennison@taosnews.com](mailto:adennison@taosnews.com)

# Good News



Page 98

# NM 68/64 Corridor Study

## ▶ Partners:

- Town of Taos
- NMDOT District 5
- Gannet Fleming West

## ▶ Project Length:

- 9,624 feet = 1.822 miles

# NM 68/64 Corridor Study

## ▶ Project Limits:

- La Posta Road North to junction of Placita and NM 68 North

## ▶ Project Scope:

- To perform a corridor study to assess various alternatives intended to address the needs along NM 68, to include operations at roadway intersections, parking, business access, pedestrian and bicyclist facilities and safety.

# NM 68 Overlay Project

## ▶ Partners:

- Town of Taos
- NMDOT District 5
- AIO Engineering

## ▶ Project Length:

- 12,966 feet = 2.455 miles

# NM 68 Overlay Project

## ▶ Project Limits:

- La Posta Road South to junction of NM 68 and Highway 518

## ▶ Project Scope:

- To cold mill the existing pavement to a depth of 3 1/2" and resurface with 3" of asphalt pavement and open graded friction course, to correct the vertical alignment. In addition drainage and ADA compliant facilities will also be constructed or corrected along the roadway.

# NM 68 & Este Es Signalized Intersection

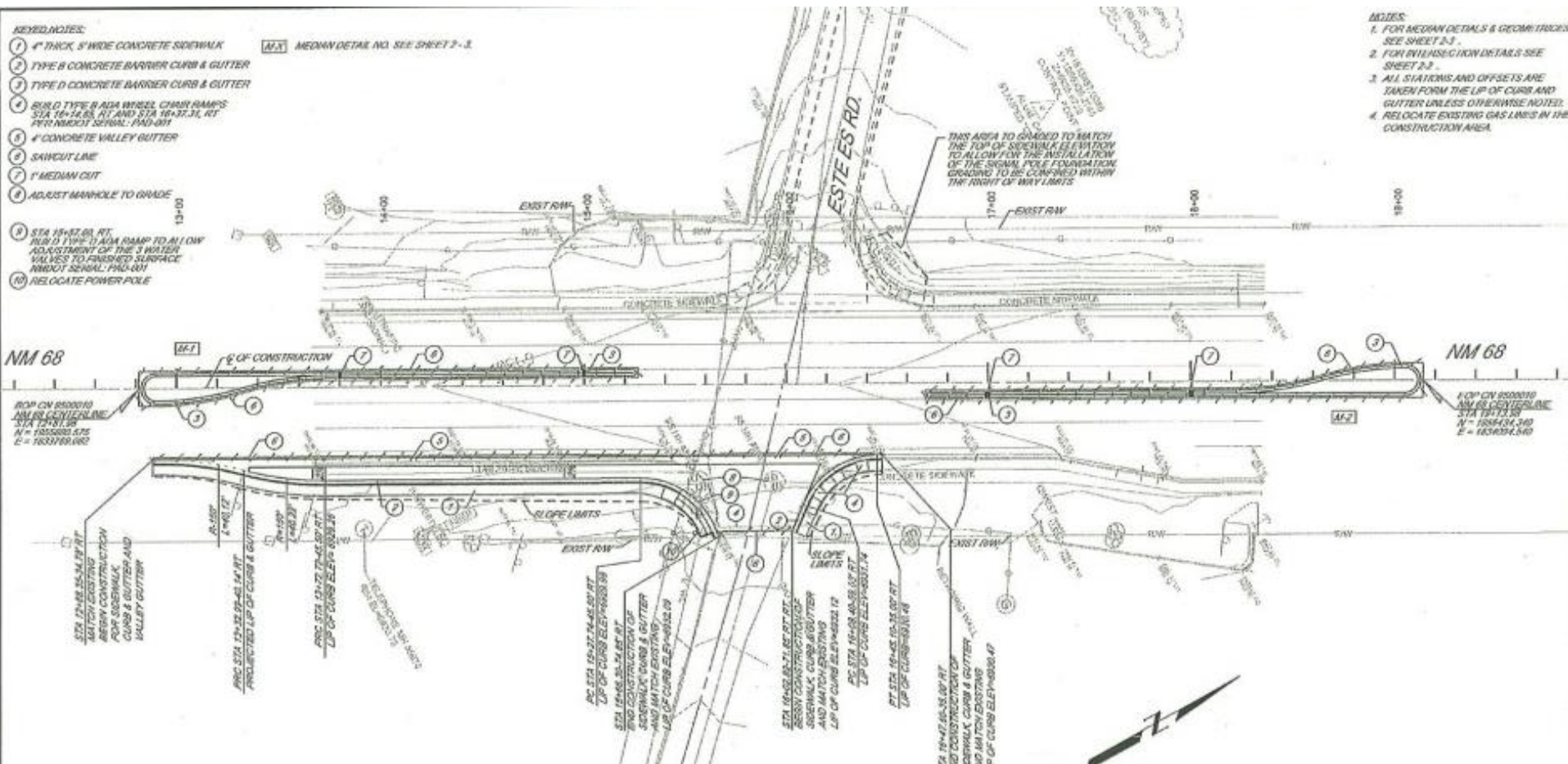
## ▶ Partners:

- Town of Taos
- NMDOT District 5
- Wilson and Company

# NM 68 & Este Es Signalized Intersection

- ▶ Project Limits:
  - Intersection of NM 68 & Este Es Road
  
- ▶ Project Scope:
  - Plan, design and construct a signalized intersection that is ADA compliant with proper turn lanes and lighting.

# NM 68 & Este Es. Signalized Intersection





**October 8, 2013**

---

**Title:**

Resolution 13-54 Transfer of Anciano's Building to Taos County

**Summary:**

Consideration and possible approval of Resolution 13-54 transferring the Anciano's building owned by the Town of Taos to Taos County.

**Background:**

**Attachments:**

Click to download

📎 [Resolution](#)



## RESOLUTION 13-54

**A RESOLUTION OF THE TOWN OF TAOS COUNCIL AUTHORIZING THE TRANSFER OF THE PHIL LOVATO SENIOR CENTER TO THE JURISDICTION OF THE COUNTY OF TAOS; AUTHORIZING THE TRANSFER OF REAL AND PERSONAL PROPERTY OF THE PHIL LOVATO SENIOR CENTER; SUBJECT TO THE APPROVAL OF THE STATE OF NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT AND THE DEPARTMENT OF FINANCE ADMINISTRATION.**

**WHEREAS**, the Town Council and the Taos County Commission met in a joint special meeting on September 24, 2013 and discussed the transfer of the Phil Lovato Senior Center from the Town of Taos to Taos County; and

**WHEREAS**, it was the consensus of both governing bodies that such a transfer would allow Taos County to assume management of the Ancianos program or management of any successor to the Ancianos program that delivers similar services to Taos County senior citizens at the County's sole discretion; and

**WHEREAS**, any transfer plan must be approved by the New Mexico Aging and Long Term Services Department and the Department of Finance Administration

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council, the governing body of the Town of Taos that:

1. The Town of Taos Phil Lovato Senior Center is hereby transferred, as-is, with no warranties of any sort, express or implied, and with no determination as to the fitness of the building for the purposes intended, to the County of Taos along with all real and the personal property under the terms and conditions contained herein or such other terms and conditions as may be reasonably necessary to effectuate the agreement between the Town and the County.
2. At any time the transfer of said real and personal property is not used exclusively as a senior oriented facility, all of its then existing personal property and the real property shall revert to the Town of Taos, unless the reversionary right is waived in writing by the Town.
3. The effective date of this transfer is the date, not later than ninety (90) days from the date that this Resolution is adopted by the Town, that the Taos County Commission adopts a similar

resolution accepting the transfer of the Phil Lovato Senior Center and assumes responsibility for the management of the Ancianos program or its successor(s) who provide some similar services to Taos County senior citizens, pending approvals by the appropriate and necessary State of New Mexico entities.

4. Upon the passage of the appropriate resolution by Taos County the Mayor be and hereby is authorized to execute any documents required to convey the real and personal property, under the terms and conditions referenced herein, to Taos County.

Pursuant to NMSA 1978, Section 3-54-2.D, the transfer of property identified here will pass from the Town of Taos to Taos County upon receipt of approval from the Local Government Division of the Department of Finance and Administration, the State of New Mexico Aging And Long Term Services Department, or any other approval mandated by law and is contingent upon such approvals.

**PASSED, APPROVED and ADOPTED**, this 8th day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Rudy C. Abeyta	_____
Councilmember Michael A. Silva	_____
Councilmember Frederick A. Peralta	_____

## TOWN OF TAOS

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

**ATTEST:**

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
**C. Brian James, Town Attorney**



**October 8, 2013**

---

**Title:**

Presentation

**Summary:**

Brief presentation by Supporters of D.H. Lawrence Ranch Project.

**Background:**

Requested by Councilmember Peralta

**Attachments:**

[Click to download](#)

No Attachments Available



**October 8, 2013**

---

**Title:**

Resolution 13-55 Acknowledging Annexation Order

**Summary:**

Consideration and possible approval of Resolution 13-55 acknowledging an annexation order of the New Mexico Boundary Commission dated September 30, 2013 from a hearing held on May 23, 2013.

**Background:**

**Attachments:**

Click to download

- 📎 [Resolution](#)
- 📎 [Approval](#)
- 📎 [Annexation Order](#)



## RESOLUTION 13-55

### **A RESOLUTION ACKNOWLEDGING AN ANNEXATION ORDER OF THE NEW MEXICO BOUNDARY COMMISSION DATED SEPTEMBER 30, 2013 FROM A HEARING HELD ON MAY 23, 2013**

**WHEREAS**, the Town of Taos (Town) instituted a request for annexation to the New Mexico Boundary Commission (Commission) pursuant to the Commission's authority pursuant to NMSA 3-7-15; and,

**WHEREAS**, the Commission has entered an Order resulting from the hearing or rehearing held on May 23, 2013 in the Town's Council chambers; and,

**WHEREAS**, that Order of the Commission has been duly filed with the Department of Finance and Administration and with Taos County, a copy of which Order is attached hereto with Exhibits which are incorporated herein by reference in their entirety; and,

**WHEREAS**, the Town wishes to acknowledge the receipt and the filing of that Order of the Commission and to create by this Resolution a method for locating the Commission's Order into the future.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Town of Taos acknowledges receipt of the New Mexico Boundary Commission Order dated September 30, 2013, from the hearing held on May 23, 2013, and incorporates within this Resolution, by reference, the Order and the Exhibits to that Order in their entirety.

**PASSED, APPROVED and ADOPTED**, this 8<sup>th</sup> day of October 2013, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Rudy C. Abeyta	_____
Councilmember Michael A. Silva	_____
Councilmember Frederick A. Peralta	_____

**TOWN OF TAOS**

---

**Darren M. Cordova, Mayor**

**ATTEST:**

---

**Renee Lucero, Town Clerk**

**APPROVED AS TO FORM**

*Prepared and approved by Brian  
as per attached email.*

---

**C. Brian James, Town Attorney**

**Renee Lucero**

---

**From:** Brian James  
**Sent:** Wednesday, October 02, 2013 12:13 PM  
**To:** Renee Lucero  
**Cc:** Oscar Rodriguez; Abigail Adame  
**Subject:** RESOLUTION ACKNOWLEDGING AN ANNEXATION ORDER OF THE NEW MEXICO  
BOUNDARY COMMISSION DATED SEPTEMBER 30  
**Attachments:** RESOLUTION ACKNOWLEDGING AN ANNEXATION ORDER OF THE NEW MEXICO  
BOUNDARY COMMISSION DATED SEPTEMBER 30.docx

Renee- Here is a Resolution for you to gussy up and get onto an agenda in the near future. I hope this helps future generations locate this Order by placing it into a searchable database as opposed to just filing it. Thanks. cbj

**STATE OF NEW MEXICO  
MUNICIPAL BOUNDARY COMMISSION**

**In re the Petition by the Town of Taos  
for Annexation**

Received  
DFA-Local Govt. Div.

2013 SEP 30 PM 1:41

BATAAN BLDG., ROOM 20  
SANTA FE, NM 87501

**ORDER OF ANNEXATION**

This matter was heard before the New Mexico Municipal Boundary Commission (Commission) on May 23, 2013, at the Town of Taos Council Chambers, 120 Civic Plaza Drive, Taos, New Mexico. All members of the Commission attended the hearing thereby constituting a quorum.

**JURISDICTION**

Pursuant to NMSA 1978, Section 3-7-1 and Section 3-7-14 (B), the Commission has jurisdiction over this matter.

**FINDINGS OF FACT**

In addition to the information submitted at hearing, the Commission takes administrative notice of the Commission's file in this matter and the previous submissions by the Town of Taos in 2012. Based upon all of the information before the Commission, the Commission makes the following Findings of Fact:

1. The Town of Taos, by and through its Mayor, has filed a petition (Petition) with the New Mexico Department of Finance and Administration, Local Government Division ("Division") to annex territory located in the unincorporated area of Taos County.
2. The Petition is signed by the Taos Mayor.
3. The Petition contains all necessary documents, signatures, and maps required by NMSA 1978, Section 3-7-13. The Town of Taos Petition for Annexation (Petition) as set forth in its filings before the Commission and the hearing record meets the requirements of NMSA 1978, Section 3-7-13. *See* Hearing Exhibits A, B, C.
4. Following receipt of the Petition, the Commission set the matter for hearing on May 23, 2013.
5. The Division published notice of the hearing in the Albuquerque Journal North, a local newspaper of general circulation, once each week for four consecutive

weeks, beginning on April 1, 2013, and ending on April 22, 2013. In addition to the Division's notice, the Town of Taos provided notice of hearing by first class mail to the addresses of record of the property owners whose parcels would be impacted by the proposed annexation.

6. The notice of the annexation hearing meets the requirements of Section 3-7-14 (B) and *Cox v. Municipal Boundary Commission*, 1998-NMCA-025, 124 N.M. 709, 954 P.2d 1186. *See* Hearing Exhibit F.
7. The Town of Taos presented all annexation materials at the May 23, 2013 open hearing and all members of the public wishing to do so were permitted to comment on the annexation proposals.
8. The territory to be annexed by Taos consists of twenty separate parcels, identified as Areas 1 through 20 and constitutes approximately 270 acres. *See* Hearing Exhibits A, B, C and Q. A precise list of the land to be annexed is contained in the Town's Petition (Hearing Exhibit Q).
9. The Town of Taos seeks to annex Areas 1 through 20 for various reasons. One category of annexations is to address so-called split parcels that are partly in the Town of Taos and partly in County of Taos. A second category of annexations is referred to by the Town of Taos as "no paperwork" parcels. The Town of Taos seeks to annex these parcels in order to clarify jurisdiction. A third category of annexations is referred to as "new areas". The Town of Taos seeks to annex these parcels to eliminate "doughnut holes" of unincorporated county territory within the Town of Taos. *See* Exhibit Q.
10. Areas 1 through 20 that the Town of Taos seeks to annex abut and are contiguous to the Town of Taos. *See* Exhibit Q.
11. The Town of Taos will have to add almost two miles of road to service the areas proposed for annexation and is able to do.
12. The Town of Taos Police Department (Taos PD) is already patrolling the areas proposed for annexation. The effect of the annexation on the Taos PD will be minimal. *See* Hearing Exhibit E.
13. The Town of Taos Fire Department is already serving the proposed annexation areas. *See* Hearing Exhibit D.

14. The provision of water and sewer services to the proposed areas for annexation vary but the Town of Taos is either already providing such services or will be able to in a reasonable period of time. *See* Exhibit Q.
15. Areas 1 through 20 proposed for annexation are already being provided with municipal services by the Town of Taos or will be within a reasonable period of time.
16. The Town has not proposed annexation of roads belonging to other governmental entities.
17. Each of the 20 parcels proposed for annexation were considered separately by the Commission.

### **CONCLUSIONS OF LAW**

Based upon the foregoing Findings of Fact, the Commission enters the following Conclusions of Law:

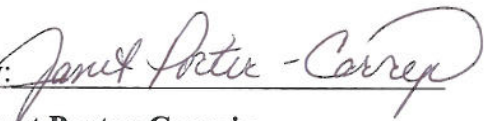
1. Pursuant to NMSA 1978, Section 3-7-1 and Section 3-7-14(B), the Commission has jurisdiction to consider this matter.
2. The Town of Taos Petition for Annexation as set forth in its filings before the Commission and the hearing record meets the requirements of NMSA 1978, Section 3-7-13.
3. Pursuant to NMSA 1978, Section 3-7-14(C), venue of the hearing is proper in the Town of Taos, New Mexico.
4. The notice of the annexation hearing complied fully with Section 3-7-14 (B) and *Cox v. Municipal Boundary Commission*, 1998-NMCA-025, 124 N.M. 709, 954 P.2d 1186.
5. Pursuant to NMSA 1978, Section 3-7-15 (A) (1), Areas 1 through 20 that the Town of Taos seeks to annex abut and are contiguous to the Town of Taos.
6. Pursuant to NMSA 1978, Section 3-7-15 (A) (2) and *Mutz v. Municipal Boundary Commission*, 110 N.M. 694, 701, 688 P.2d 12, 19 (Ct. App. 1984), Areas 1 through 20 proposed for annexation are already being provided with municipal services by the Town of Taos or will be within a reasonable period of time.
7. The Town has not proposed annexation of roads belonging to other governmental entities. *See* NMSA 1978, Section 3-7-4 (A).

**ORDER**

For the foregoing reasons, the Town of Taos Petition for Annexation is hereby **GRANTED** by unanimous vote of a quorum of the Commission. The Commission **ORDERS** the annexation of Tracts 1 through 20 as described in the Petition and hearing exhibits.

Each of the 20 Tracts have been considered separately by the Commission and each Tract is approved unanimously.

**DONE AND SIGNED** this 27<sup>th</sup>, day of September, 2013.

By:   
**Janet Porter-Carrejo**  
**Chairperson**  
**Municipal Boundary Commission**

Sworn and subscribed to before me  
by JANET Porter Carrejo, this 27<sup>th</sup>  
day of September 2013.

Notary: Alice Delgado  
Commission expires: w/office



**October 8, 2013**

---

**Title:**

Local Government Hospital Task Force

**Summary:**

Discussion and possible action to create a Local Government Hospital Task Force.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**October 8, 2013**

---

**Title:**

Joint Powers Agreement for Dispatch Services

**Summary:**

Discussion and possible approval of Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

**Background:**

**Attachments:**

Click to download

📎 [JPA FOR DISPATCH SERVICES](#)

**DRAFT JPA BASED UPON THE SAN JUAN COUNTY JPA FOR 911 SERVICES AND  
INCORPORATING THE TAOS COUNTY REVIEW COMMENTS FROM MARCH 5,  
2013, SEPTEMBER 2, 2013 and the APPLICABLE POINTS FROM THE DRAFT  
MEMORANDUM OF UNDERSTANDING FROM SEPTEMBER 20, 2013**

**DRAFT DATED 10/4/13**

**JOINT POWERS AGREEMENT PURSUANT TO NMSA 1978 § 11-1-1 to 11-1-17 and  
NMSA 1978 § 63-9D-1 to 63-D-11 TO PROVIDE FOR CONSOLIDATED LAW  
ENFORCEMENT, FIRE, AND EMERGENCY MEDICAL SERVICES  
COMMUNICATIONS IN TAOS COUNTY**

This Joint Powers Agreement (Agreement) is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Taos, New Mexico, a New Mexico municipal corporation (County), the Town of Taos, New Mexico, a municipal corporation, the Village of Questa, New Mexico, a municipal corporation, and the Village of Taos Ski Valley, New Mexico, a municipal corporation (collectively the "Parties" separately "Party").

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1. **PURPOSE** - Pursuant to the provisions of the Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978 and the Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978 (Statutes), the Parties agree that a separate legal entity known as the Taos Emergency Communications Center (the Authority) shall be organized and empowered as set forth herein.
- 1.2. **LEGAL AUTHORITY** - The Parties agree that, by execution of this Joint Powers Agreement (Agreement), they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties authorized in the Acts and delegated hereunder and will obtain such approvals as are required by the State of New Mexico.
- 1.3. **LIABILITY** - By entering into this Agreement, none of the Parties shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of

officers, agents or employees of any of the Parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11 -1-1 to 11-1 -7, NMSA 1978 or Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978.

- 1.4. SERVICE AREA - The service area for the consolidated communication and dispatch services referenced herein is the area served by the existing Public Safety Access Point (PSAP) pursuant to the previous JPA created by the Parties hereto for 911 services. The service area is hereinafter referred to as the "Region". Nothing in this Agreement shall limit the ability of the Authority to expand this Region as necessary or to provide communication and dispatch services to other eligible entities ("customers") outside of the service area designated in this Agreement, as approved by the Authority's Board of Directors.
- 1.5. FINANCIAL PARTICIPATION - Each party shall timely make the annual financial contributions, payable quarterly in equal amounts as set forth in this Agreement to operate the Authority subject to the availability of funds. Failure to timely make all of the annual financial contributions, including failure to pay the Base Fee, will result in suspension of the non-contributing or under contributing Party's voting privileges, removal from the Board or such other sanctions as may be imposed by the Board until the Party's contributions to the Authority are brought current. For the initial two calendar year term of this Agreement, no rent, no common space fees, and no building or property maintenance fees shall be charged to the County, Questa or Taos Ski Valley. For the first two calendar years the Village of Questa and the Taos Ski Valley shall contribute the same amount they have been allocated to contribute for the past three fiscal years. The rent, common space fees, and building or property maintenance fees costs shall be the sole responsibility of the Town for two calendar years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. Thereafter, unless modified by the JPA Board, the financial contribution of the Town and the County to the operating cost of the E911 and emergency dispatch operation shall be as set out in this paragraph. The County's annual financial contribution shall be the lesser of \$371,000 or 55% of the annual operating expenses less all other revenues legally available for the payment of operating expenses. The Town's annual financial contribution shall be the lesser of \$371,000 or 45% of the annual operating expenses less all other revenues legally available for operating expenses. Any common space fees, and no building or property maintenance fees identified above as being the responsibility of the Town shall not be included as annual operating expenses for the initial two calendar years of this Agreement. The budget for the new JPA shall not exceed \$742,000 annually for the first calendar two years of operation under this JPA unless recommended by the Board of Directors and thereafter as formally approved through their respective budget processes by the governing bodies of both the Parties.

## 2. BOARD OF DIRECTORS

2.1. BOARD MEMBERS - The Board of Directors of the Authority, (the “Board”) shall consist of at least eight members as follows:

- A. Taos County Sheriff
- B. Town of Taos Police Chief
- C. Village of Taos Ski Valley Public Safety Director
- D. Village of Questa Police Chief or Fire Chief
- E. Taos County Fire Chief
- F. Town of Taos Fire Chief
- G. Taos County Emergency Management Director
- H. Taos County EMS Director,
- I. Other public safety directors from the service area or new members to the JPA, including US Forest Service and Bureau of Land Management, as approved by the Executive Committee of the Board.

These members shall make up the General Body of the Board and shall have equal voting weight.

2.2. EXECUTIVE COMMITTEE – There shall be an Executive Committee of the Board made up from members of the General Body whose only duty will be to appoint and remove the Executive Director, approve the operating and capital budget proposed to the Parties’ governing bodies, appoint the Fiscal Agent for the Authority, and add new members to the General Body and Executive Committee has provided herein. The Executive Committee shall consist of one representative of each Party, and shall be designated as a member of the Executive Committee by his/her respective governing body. Each member shall have one vote.

In the event the number of Party representatives is even, the Executive Committee shall appoint an extra member from General Body by unanimous vote. This individual shall be an adult resident of the Service Area who is knowledgeable of telecommunications technology and service delivery. Should the Authority admit a new partner in the future, this partner will add a new member to the Executive Committee who will replace the community representative.

2.3. APPOINTING AUTHORITY - Each member of the Board representing a Party to the Agreement shall be appointed by their respective governing body.

2.4. TERM OF OFFICE - The term of office for members of the Board shall be at the discretion of the governing body appointing them, unless the member is removed for cause pursuant to this Agreement. A Board member shall serve until their successor has been appointed and provides the Board with a resolution of appointment by their governing body.

2.5. VACANCIES - In the event of the death or resignation of an appointed Board member, three consecutive absences, or an annual attendance rate of less than 70% from properly

noticed meetings, the Board Secretary shall notify the appointing entity and the Board of Directors that appointed the member, and that entity shall appoint a replacement for that appointed director. A vacancy shall not deprive the Board of its ability to conduct business due to a lack of quorum.

- 2.6. **OFFICERS** – At their first meeting, the General Body and Executive Committee of the Board shall elect one of its members as Chairperson. They shall also elect another one of its members as Vice-Chair, to serve in the absence of the Chairperson. Each body shall also choose a Board Secretary, or shall designate the Authority Executive Director, or their designate, to fulfill the duties of Board Secretary. Officers shall be elected to a one (1) year term, concurrent with the Authority's fiscal year. A special election shall be held at the next regularly scheduled meeting of the Board, or at a special meeting of the Board prior to the next regularly scheduled meeting, if there is a vacancy in an office prior to the expiration of a regular term of office.

### **3. GENERAL POWERS OF BOARD OF DIRECTORS**

- 3.1. **DAILY OPERATIONS** - The day-to-day affairs and general business and operation of the Authority shall be the duty of the Executive Director.
- 3.2. **POLICIES AND PROCEDURES** - The Board shall review, approve and adopt all By-Laws and such operational Policies and Procedures as it deems necessary for the operation of the Board and the Authority. The By-Laws of the Authority shall be timely reviewed by the legal counsel of the Parties to this Agreement prior to adoption by the Board.
- 3.3. **MEETINGS** - The Board shall publish notice and convene a regular session of business in compliance with the Open Meetings Act of the State of New Mexico. The Board shall publish an annual meeting calendar within 30 days of its first meeting of the Authority's fiscal year. Meetings shall be held on the second Thursday of every month, or at such other times and dates as shall be determined by the Board. If there is no business to be conducted in a given month, the Chairperson may determine that no meeting will be held, but the Board of Directors shall meet at least three (3) times quarterly during each fiscal year.
- 3.4. **SPECIAL MEETINGS** – A special meeting may be called by written request to the Board Chairperson and Secretary by the chief elected official of any Party to this Agreement, provided that proper notice, including an agenda identifying the subject of the meeting, is provided to the public and all Board members at least 72 hours in advance and as otherwise provided in the Open Meetings Act.

### **4. POWERS OF THE AUTHORITY**

The Authority shall be empowered and authorized to do all things allowed by the Statutes, which include but are not limited to:

- 4.1 Do any and all things consistent with the enabling legislation referenced herein above including but not limited to establishing and operating a PSAP to provide emergency law enforcement, fire, and emergency medical services (EMS) communications for the Region, including the rental, lease, lease purchase, remodeling and renovation, relocation or purchase of space or facilities to house and carry out the purposes of the Center. The Authority Board shall accept an assignment of the existing lease between the Town of Taos (Town) and Kit Carson Electric Cooperative (KCEC) in the event that the existing lease is modified to remove all aspects of that lease deemed to create a financing agreement without a dedicated source of revenue to make payments under the option to purchase provisions therein to the satisfaction of the Parties; or, in the event that no such modification can be achieved, the Authority Board shall enter into a sublease with the Town for a period of two years for the same space, 2,570 square feet (app.) currently leased by the Town of Taos from KCEC pursuant to the previous JPA from on the terms set out herein. No rent, no common space fees, and no building or property maintenance fees shall be charged by the Town to the Authority. These costs shall be the sole responsibility of the Town for two years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. The Authority Board shall have the right to terminate the sublease at any time on 90 days notice in its sole discretion. The Authority Board shall have the right, but not the obligation, to enter into a lease directly with KCEC on such terms and conditions as the Authority Board and KCEC may agree upon and the Town agrees that in such event it will agree to terminate its lease with KCEC. At least six months prior to the expiration of the sublease, the new JPA, in its sole discretion, may either (a) assume the balance of the lease between the Town and KCEC, (b) negotiate a new lease with KCEC, or (c) elect such other options as might be available.
- 4.2 Contract with an Executive Director or any required consultant(s) to manage the day-to-day operations of this Center;
- 4.3 Contract for the installation and operation of an enhanced 9-1-1 system and other law enforcement, fire, and EMS communications equipment;
- 4.4 Pay for such law enforcement, fire, and EMS equipment, software, installation of equipment and software, maintenance agreements and related services by way of a lease, purchase or lease purchase, subject to State law and the procurement requirements of the Fiscal Agent for the Authority;
- 4.5 Administer any funds provided for enhanced 9-1-1 and dispatch services;
- 4.6 In addition, the Authority may develop or carry out any service authorized under this Agreement and by the affirmation of the Board of Directors of the Authority including activities as may be necessary to provide effective and efficient law enforcement, fire, and emergency medical services (EMS) communications; including, but not limited to,

contracting with equipment vendors and service suppliers which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder;

- 4.7 The Authority may enter into contracts with other governmental public safety agencies to provide law enforcement, fire, and emergency medical services (EMS) communication services;
- 4.8 The Authority shall not provide to the Parties, or to others, any communication services other than law enforcement, fire, and emergency medical services (EMS) communication services, except under separate agreement which agreement allocates 100% of the cost, including equipment and staffing requirements, related to any additional communication services to the entity receiving the service. The Authority shall not force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.
- 4.9 The Authority may require and the Parties to this Agreement agree to contract with a single provider of maintenance and equipment for all radio, tower, transmitter, relay and supporting infrastructure related to or impacting the level, reliability and quality of service related to those responsibilities of, or coordinated through, the Authority under this Agreement, which services shall be paid for by the entity requesting such services.
- 4.10        5.10 The Authority will recruit, hire, supervise and evaluate the Dispatch Director and staff, as well as all day-to-day operations. The existing Dispatch staff shall ~~become~~ employees of the fiscal agent **or the Board, at the Board's discretion and shall transfer their employment under the same hold harmless terms and conditions as contained in the 1993 JPA transfer of fiscal agency from the Taos County to the Town.**
- 4.11        5.11 The Parties acknowledge that the Town has paid all moving costs related to its recent relocation of the E911 emergency dispatch operation to the KCEC building and that those costs have not been paid out of current JPA funds except to the extent of 50 percent or less of the JPA reserve balance.

## **5. EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES TAX**

5A.1 The Parties may agree to recommend to the Taos County Commission, both collectively as the Authority and individually as local governments, to support the imposition of a countywide Gross Receipts Tax under the provisions of the New Mexico Emergency Communications and Emergency Medical and Behavioral Health Services Tax (Tax),

5A.2 Should the Tax be approved by the County and through a ballot measure by the public, any funds received as a result shall be distributed, utilized and accounted for pursuant to the statute and all relevant conditions resulting from the acceptance of such funds under that statute. Additionally, the distribution of any revenue

received pursuant to the Tax shall include establishing and maintaining the required operating reserve fund and capital equipment fund, as mandated herein, or as may be approved or amended by the Board, so long as **the Authority meets the requirements under the statute.**

## **6. BUDGET AND OPERATING COSTS**

- 6.1. Pursuant to Section 1 1-1-4(B) NMSA 1978 of the JPA Act, contributions from the Parties to this Agreement shall be made for the purposes set forth herein.
- 6.2. The Executive Director shall prepare and present a proposed annual and five-year operational and capital budget to the Authority Technical Advisory Committee not less than 120 days prior to the end of the Authority's fiscal year. The technical Advisory Committee shall return its recommendations to the Executive Director not less than 90 days prior to the end of the Authority's fiscal year.
- 6.3. The Executive Director shall present a draft annual and five-year operational and capital budget, with the recommendations of the Technical Advisory Committee, to the board of Directors not less than 90 days before the end of the Authority's fiscal year. The Board of Directors shall adopt an annual proposed budget and shall recommend a five year budget not less than 60 days prior to the end of each of the Authority's fiscal years.
- 6.4. The Board of Directors shall present to the Finance Director and governing board of each participating jurisdiction the proposed annual and five-year budget of the Authority, including the projection of the required pro-rated contributions required from each Party, for their consideration and approval. The governing boards of all parties to this Agreement shall return to the Authority an adopted resolution for and approved allocation by that jurisdiction to the Authority for the coming budget year, not less than 30 days prior to the close of the Authority's fiscal year. The Authority Board of Directors shall adopt, reduce or negotiate a balanced budget for the authority for the coming year within 10 calendar days of receipt of the approved contributions of each Party.
- 6.5. At the end of the first two calendar years of this Agreement, or earlier if the Board should modify the provisions of Section 1.5, unless a dedicated source of revenue sufficient to independently fund the annual operating and capital equipment fund budgets of the Authority is secured and approved by the Parties, consistent with Section 5. of this Agreement or a similar agreed upon provision, the funding of the expenses of the Authority shall be the exclusive responsibility of the Parties to the agreement and pursuant to Section 7-20E-22 NMSA 1978 financial contributions shall be determined as follows:

- (a.) Each Party shall pay an equal "Base Fee" that collectively totals at least 5% of the Authority's annual Operating Budget,

- (b.) The remaining 95% of the total annual Operating Budget shall be paid by the Parties to this agreement in an amount proportionate to the emergency call volume from the public emanating from each Party's jurisdiction during the most recent full fiscal year prior to the approval of the annual budget.

## **7. FISCAL AGENT**

- 7.1.DESIGNATION - The fiscal agent for the Authority shall be determined annually at the beginning of the Authority fiscal year by a majority vote of the Executive Committee. The Fiscal Agent shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority as approved by the Board.
- 7.2.RESPONSIBILITIES - As provided in Section 1 1-1 -4 NMSA 1978, the Fiscal Agent shall be strictly accountable for all Communications Center personnel management, receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements and other financial matters pertaining to the Authority.
- 7.3.COMPENSATION - The Board shall fix the compensation that shall be paid to the Fiscal Agent for the services provided, based on an initial estimate of expenses for the coming year included in the annual operating budget, and then as adjusted quarterly, based upon the submission of monthly financial statements for the Authority and an accounting of expenses for the administration of the Authority by the Fiscal Agent.

## **8. OPERATING EQUIPMENT, PSAP DESIGNATION AND ACCESS TO COMMUNICATIONS SYSTEMS**

- 8.1.TRANSFER OF OWNERSHIP OF EQUIPMENT - The current Communication Center and all Communication Center equipment presently installed at the Town of Taos Emergency Dispatch Center or obtained on behalf of the PSAP, its partners and the entities participating under the current JPA and commonly referred to as the Taos County E-911 and Combined Dispatch, whether installed or received or not at the signing of this agreement, including the PSAP designation by the New Mexico Department of Financial Administration (DFA), Local Government Division or its successor, will be consolidated and conveyed to the Authority. Upon acceptance in writing of ownership, the Authority shall be responsible for all operating expenses, utility bills and maintenance costs associated with the operation of the existing facility or, should the Authority desire to occupy a different facility, all costs associated with such a move and the subsequent operation and maintenance.
- 8.2.OWNERSHIP OF EQUIPMENT - All of the consolidated equipment and all equipment subsequently installed in the consolidated communication center facility

shall become the property of the Authority collectively, unless otherwise agreed to by all parties and DFA in writing, and shall remain the property of the Authority should any of the parties to this Agreement choose to cease its participation in the communications system. Although property of the operation, including but not limited to the PSAP designation, equipment, structures, leases, radio frequencies, licenses and funding may be held nominally in the name of the fiscal agent, they have been acquired on behalf of all the citizens and first responders of the region and therefore, under this JPA become and remain the common property of the parties to the JPA, or any entity created in connection with the JPA. To preserve such common ownership, the new JPA should only be dissolved by either an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions.

8.3.MAINTENANCE OF EXTERNAL COMMUNICATIONS EQUIPMENT - Each Party shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center, including but not limited to any State or Federally mandated upgrades or requirements.

8.4.CAD - The Authority shall maintain the Computer-Aided Dispatch (CAD) software for the computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining, or for delegating the maintenance of all files to a Party within the computer at the communications center and shall be responsible for all updates and changes.

8.5.SECURITY OF MEMBER DATA - Each Party shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for itself.

8.6.RECORDS SYSTEMS, CHANGES IN REQUIREMENTS - Any major change to the Authority records and data collection or dissemination systems shall be approved recommended on by the Technical Advisory Board and approved by the Board of Directors. If a major change to the records or reporting systems will benefit all parties, payment for that upgrade shall be divided among the Parties based upon the provisions of subsection 6.5 (a.) and (b.), At the sole discretion of the Board, if it determines that a major change will benefit only one Party, that Party shall be solely responsible for the cost of the upgrade and shall pay for same prior to the modification being implemented. This provision shall also apply to upgrades of all other equipment and software related to the operation of the regional communications center that may be requested by the Parties.

## 9. FUNDS AND OPERATIONS

- 9.1. ESTABLISHMENT AND SEGREGATION OF ACCOUNTS - The funds of the Authority shall be held in separate accounts each for general operating, operating reserve and Capital Equipment Fund, as well as any special grant accounts required, and shall not be commingled with the funds of any of the Parties to this Agreement.
- 9.2. GRANTS AND ENHANCED E-911 TAX REVENUES - All funds received pursuant to any state, federal or local grant or generated from a tax authorized and implemented under the Enhanced 911 Act shall be utilized and maintained as set out in the requirements of the funding source or the Enhanced 911 Act, as applicable, including the segregation of funds and expenses, as may be required under the Act.
- 9.3. INVESTMENTS - The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.
- 9.4. LIABILITY OF PARTIES - No Party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so, accompanied by an appropriation approved with the requisite formalities.
- 9.5. CAPITAL EQUIPMENT FUND - The Authority shall maintain a Capital Equipment Fund which shall be utilized, upon the advice of the Technical Advisory Board and Executive Director and approval of the Authority Board of Directors, to replace obsolete, worn out or unusable equipment in the Communications Center or, at the discretion of the Board, to address any unplanned major equipment and facilities repairs or software systems upgrades. The balance to be maintained in the Capital Equipment Fund shall be \$250,000 at the beginning of the Authority's fiscal year. The Parties will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution toward replenishing the balance shall be determined based on the funding formula set forth regarding subsection 6.5 (a.) and (b.) of this Agreement.
- 9.6. The starting balance may, at the discretion of the Board of Directors, be funded from any balance in the reserves maintained for E-911/Combined Dispatch on behalf of the Parties by the Town of Taos, after any operating reserve requirements under this JPA are met.
- 9.7. OPERATING RESERVE ACCOUNT - The Authority shall establish within six months of this agreement and maintain an operating reserve account in an amount not less than one-twelfth (1/12) nor more than three-twelfths (3/12) of the Authority's annual operating budget for the current budget year.

## **10. BOOKS AND RECORDS**

- 10.1. ACCOUNTING STANDARDS - The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions, consistent with NM DFA requirements for governmental entities and AICPA accounting standards. The accounts shall be public records open to inspection at any reasonable time by the Parties hereto, their accountants or their agents.
- 10.2. AUDIT - The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall annually file a copy of said audit with each of the parties.
- 10.3. ANNUAL REPORT - Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the Parties a comprehensive annual report of the Authority's activities and finances during the preceding year.
- 10.4. AGENCY REPORTING - The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.
- 10.5. MONTHLY FINANCIALS - The Authority shall also render to the Parties hereto, monthly or at reasonable and mutually agreed to intervals, such service reports and financial accounting as the parties may from time to time request.

## **11. TERMINATION OF AGREEMENT**

- 11.1. TERM - This Agreement shall continue in full force and effect, subject to amendments, until an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions.
- 11.2. NOTICE OF TERMINATION - Any Party's participation in this Agreement may be terminated by written notice from such Party to the Authority Board of Directors and Board Secretary at least one hundred eighty (180) days prior to the effective date of the notice. Pursuant to subsection 8.2. of this Agreement the PSAP designation and all equipment purchased or installed by or for the Authority, whether by the Authority, its agents or contractors, or by any Party to this Agreement, or their agents or contractors, shall remain the exclusive property of and may only be disposed of by the Authority through action of its Board of Directors. No funding from the Party's contributions or the Authority reserves shall be refunded to the withdrawing Party.
- 11.3. DISPOSITION OF ASSETS UPON TERMINATION - Upon termination of this Agreement by a simple majority of the Parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make

an effective disposition of the property and to maintain continuous law enforcement, fire, and EMS communications to the benefit of the residents in the Region.

- 11.4. Upon termination of this Agreement, the property of the Authority shall be transferred to whichever Part the entity assuming the duties and responsibilities of the Authority. Upon termination of this Agreement, any surplus of money shall be returned to the entities who were Parties to this Agreement at the time of termination in proportion to the contributions made after all of the existing obligations of the Authority have been paid in full.

## **12. AMENDMENT**

PROVISIONS - This Agreement may be amended by the parties from time to time, any amendment to this Agreement shall be in writing, executed by all of the then parties thereto, and approved by the State of New Mexico DFA.

## **13. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS**

INDEMNIFICATION - The members of the Board and its officers shall not be personally liable for any lawful acts taken pursuant to this Agreement. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of paragraph 1.3 apply to the Board of Directors and its officers.

## **14. SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

## **15. MERGER AND TERMINATION OF ALL PRIOR AGREEMENTS**

This Agreement, once fully executed by all Parties and approved by DFA contains the entire agreement of the Parties, or any combination of Parties, regarding emergency communications services, terminates all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement and merges herein all previous agreements, jointly and severally, between and among the Parties.

## **16. EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

## **17. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document. IN WITNESSS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

## **18. AUTHORITY TO BIND**

By their signatures below, the representatives of the Parties to this agreement to hereby attest that they have the authority to contract on behalf of and to bind their respective jurisdictions as legal parties to the terms and conditions of this Joint partnership Agreement (JPA).

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF  
TAOS COUNTY, NEW MEXICO**

By: \_\_\_\_\_

Dan Barrone, County Commission Chairman

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

Approved as to form by: \_\_\_\_\_  
Attorney for Taos County

Attested to:

By: \_\_\_\_\_  
Anna Martinez, County Clerk

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

## TOWN OF TAOS, NEW MEXICO

By: \_\_\_\_\_  
Darren Cordova, Town Mayor

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

Approved as to form by: \_\_\_\_\_  
Brian James, Attorney for Town of Taos

Attested to:

By: \_\_\_\_\_  
Town Clerk

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

## VILLAGE OF QUESTA, NEW MEXICO

By: \_\_\_\_\_  
Ester Garcia, Village Mayor

Date:

Approved as to form by: \_\_\_\_\_

Attorney for Village of Questa

**Attested to:**

By: \_\_\_\_\_  
Village Clerk

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

**VILLAGE OF TAOS SKI VALLEY, NEW MEXICO**

By: \_\_\_\_\_  
Village Mayor

**Approved as to form by:** \_\_\_\_\_  
Attorney for Village of Taos Ski Valley

**Attested to:**

By: \_\_\_\_\_  
Village Clerk

Date:

**APPROVED BY THE NM DEPARTMENT OF FINANCE AND ADMINISTRATION  
(NM DFA):**

By: \_\_\_\_\_  
(Name) (Title) (Date)