

9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONSULTANT 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 VILLAGE's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONSULTANT's receipt of the notice of termination or the CONSULTANT's sending a notice of termination to the VILLAGE. If notified of termination, CONSULTANT shall immediately cease performing services and deliver, to VILLAGE, any work completed or in progress. If CONSULTANT terminates this contract, notice of termination shall include CONSULTANT'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 VILLAGE may terminate this Contract immediately at any time it concludes that CONSULTANT is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the VILLAGE's other rights and remedies in the event that CONSULTANT defaults or breaches this Contract.**
- B. Termination Management. Immediately upon receipt by either the VILLAGE or the CONSULTANT of notice of termination of this Contract, the CONSULTANT shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the VILLAGE; 2) comply with all directives issued by the VILLAGE in the notice of termination as to the performance of work under this Contract; and 3) take such action as the VILLAGE shall direct for the protection, preservation, retention or transfer of all property titled to the VILLAGE and records generated under this Contract.
- C. The VILLAGE may suspend work under this Contract for any reason the VILLAGE 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 CONSULTANT. Immediately upon receipt of notice of contract suspension, CONSULTANT shall cease work pursuant to the Contract and await further instructions from the VILLAGE except that, with the VILLAGE's permission which shall not be unreasonably denied, the CONSULTANT may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the VILLAGE's, the CONSULTANT's, any subcontractor of consultant's, or the public's personnel or property. In the event that the CONSULTANT, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the VILLAGE 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. CONSULTANT 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 Consultant'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 Village of Taos Ski Valley 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 VILLAGE, unless otherwise agreed by the parties, and CONSULTANT shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or

organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONSULTANT 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 VILLAGE. Any unauthorized reuse of the Consultant's instruments of services (work product) will be at the Village's sole risk and without liability to the Consultant.

13. Status of Consultant. CONSULTANT acknowledges that it is an independent contractor and as such either the Consultant, its employees, agents or representatives shall be considered employees or agents of the VILLAGE, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Village vehicles, or any other benefits provided to Village employees.
14. Non-Agency. CONSULTANT agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONSULTANT has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONSULTANT 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 VILLAGE.
16. Worker's Compensation. CONSULTANT acknowledges that neither it, its employees, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy. The CONSULTANT agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONSULTANT fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the VILLAGE.
17. Taxes. CONSULTANT 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 VILLAGE shall have no liability for payment of such tax to the State. CONSULTANT 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 VILLAGE shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONSULTANT shall keep, maintain, and make available to the VILLAGE all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONSULTANT shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit, and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Consultant shall indemnify and hold harmless the VILLAGE from costs, damages, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement to the extent caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Consultant resulting in injury or damage to persons or property during the time when the Consultant 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 Consultant or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Consultant, the Consultant 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 VILLAGE and the Self Insurers Fund of the New Mexico Municipal League.

20. Assignment & Subcontracting. CONSULTANT shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer, or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
21. Non-Discrimination. CONSULTANT 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. CONSULTANT shall abide by Consultant'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 CONSULTANT to remain in good standing shall immediately render this contract voidable at the sole discretion of the VILLAGE, and, if declared voidable, all obligations of the VILLAGE to perform hereunder shall be nullified.
23. Required Liability Insurance. CONSULTANT 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) naming VILLAGE as an additional insured.
24. Default by Consultant. In the event that CONSULTANT defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to terminate the contract or issued to CONSULTANT a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the VILLAGE elects to provide the CONSULTANT with notice to cure any deficiency or defect, the CONSULTANT may have the time specified in the written "Notice to Cure." Failure by the CONSULTANT 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. Consequential Damages. Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither the Village nor the Consultant, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Village and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
28. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.
29. Standard of Care. In providing services under this Contract, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same

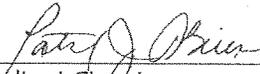
profession currently practicing under similar circumstances at the same time and in the same or similar locality.

- 30. Entire Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 31. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
- 32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONSULTANT 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 and violate criminal laws of New Mexico.
- 33. Authority to Sign. If Consultant is other than a natural person, the individual(s) signing this Agreement on behalf of Consultant represents and warrants that he or she has the power and authority to bind Consultant, and that no further action, resolution, or approval from Consultant is necessary to enter into a binding contract.

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

CONSULTANT:
Alan Plummer Associates, Inc.

VILLAGE OF TAOS SKI VALLEY



Consultant Signature

Village Signature

Patrick O'Brien

Printed Name

Christof Brownell

Printed Name

Principal

Title

Mayor

Title

03-321753-00-0

Contractor's GRT/CRS Number

Attested to by:

27-0070513

Contractor's Federal Tax ID No

Ann M. Wooldridge, Village Clerk

Administrative Approval:

Legal Form Approved by:

John Avila, Village Administrator

Accounting Approval:

Susan Baker, Village Attorney

Nancy Grabowski, Finance Director



Task Order No. 22: North Gunsite Spring Conceptual Design & Analysis Date: March 13, 2019

In accordance with Paragraph 1.01 of the Master Agreement Between Village of Taos Ski Valley and Plummer Associates (Plummer) for Professional Services dated June 30, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data:

A. Project Name: North Gunsite Spring Conceptual Design and Analysis

B. Description/Objective:

It is our understanding that the VTSV would like to establish up to 3 alternate approaches in developing the North Gunsite Spring and prepare a conceptual design and opinion of probable cost for the selected alternative.

The objective is to determine the viability of the North Gunsite Spring for the dual purpose of ecological (source water) protection and as a new additional water source for the VTSV drinking water supply. The primary focus of this task is the conceptual design based upon a ground water under the direct influence of surface water classification.

2. Services of Engineer:

To further analyze the viability of the North Gunsite Spring as a water source to the VTSV, we propose to provide the following professional engineering services.

A. Task One: Project Management and Coordination

1) Kickoff Workshop

A kickoff workshop will be held to review the draft Project Management Plan (PMP) and finalize the project schedule, task priorities, and clarify lines of communication. In addition, the primary objective of the workshop is to review and discuss the North Gunsite Spring, clarify the VTSV's perspective on the project and identify additional requirements. The workshop will seek to:

- Listen to VTSV staff ideas and concerns about the North Gunsite Spring; discuss construction constraints.
- Discuss items critical to the successful execution of the project.
- Discuss strategies for optimizing operation of the proposed source water.
- Discuss best management practices for conducting engineering analyses of the system to address reliability, efficiency, and resiliency.
- Discuss approaches to costing the project and contingencies.
- Identify key factors for the alternatives (decision) analysis matrix
- Tour the North Gunsite Spring area.

We will email the meeting agenda and supporting documents a minimum of 2 working days before the workshop; prepare and email meeting minutes and update the PMP within 1 week after the meeting concludes.

B. Task Two: Develop Conceptual Design and Cost Estimate

1) Collaboration Phase 1

After the workshop, we will review the existing water quality data available and verify raw water characteristics for the North Gunsite Spring; we will establish up to 3 alternate project approaches to developing the source water, discuss capacity constraints, and construction phasing issues.

Collaboration Workshop 1 will present the 3 alternative approaches to VTSV staff along with a conceptual level alternatives (decision) analysis matrix.

2) Collaboration Phase 2

Based upon feedback from VTSV staff during the Collaboration Workshop 1, we will revise and update the 3 conceptual level alternate approaches and decision matrix. These documents will be presented at Collaboration Workshop 2.

C. Task Three: Develop Draft Basis of Design Report

1) Draft Basis of Design Report

The draft Basis of Design Report will formalize the alternatives analysis and decision matrix from the Collaboration Workshop 2; generate conceptual layout of the selected alternative, analyze the hydraulics of the alternative, and develop conceptual level estimate of probable cost along with project schedule (including any phasing components) that include design, VTSV and NMED review, bidding, contract award, construction, substantial completion, start up and final acceptance. We will submit an electronic copy of the draft Basis of Design Report to VTSV staff for review and comment, followed by a review conference call to discuss comments.

D. Task Four: Develop Final Basis of Design Report

1) Final Basis of Design Report

Using the comments provided by VTSV staff, we will revise and update the report components and submit the final report. We will submit 3 bound copies and an electronic copy of the final report.

3. Exclusions, Assumptions, and Constraints

The following services, including those which are not considered normal or customary Basic Services, are not included in the Scope of Services. Additional or Supplemental Services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between PLUMMER and VTSV.

A. The project exclusions include:

- 2) Any final design, construction, or post construction phase services.
- 3) Any surveying or geotechnical services.
- 4) Any environmental or cultural delineations or sitework.
- 5) Any water rights evaluation or research.

B. The following list of the assumptions and constraints was used to develop the task order:

- 1) NMED review and approval is not required.
- 2) VTSV will provide all drawings available for the project.
- 3) VTSV will provide all current and historical water quality data for the North Gunsite Spring.
- 4) VTSV will provide documentation on water rights.
- 5) Permission to complete the field investigation will be provided by the VTSV.

4. Owner's Responsibilities

VTSV will be responsible for providing all available data related to the project.

5. Times for Rendering Services

Upon receiving Notice to Proceed, PLUMMER will begin work immediately; and barring any circumstances beyond Plummer's control, anticipates completion by June 30, 2019.



2019 Rates

Plummer rates effective 01/01/19. Billing rates are updated annually.

Direct expenses will be invoiced along with monthly labor costs.

Management & Engineering Personnel	Rate per Hour, \$
Principal Engineer	225
Senior Technical Specialist	182
Senior Project Manager	182
Discipline Lead	182
Project Manager	160
Senior Engineer	155
Project Engineer II	140
Project Engineer I	135
Engineer III	125
Engineer II	120
Engineer I	115
Specialty	
Senior Resident Project Representative	125
Resident Project Representative	120
Senior Designer	120
CAD Designer	110
CAD Technician	85
Support Personnel	
Administrative	85

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the Alan Plummer Associates fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.



In accordance with Paragraph 1.01 of the Master Agreement Between Village of Taos Ski Valley and Plummer Associates (Plummer) for Professional Services dated June 30, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: July 1, 2019
- B. Owner: Village of Taos Ski Valley
- C. Engineer: Plummer Associates, Inc.
- D. Specific Project (title): Kachina Booster Pump Station Upgrades
- E. Specific Project (description):
 - 1) Design of upgrades to the existing Kachina booster pump station (across from the Phoenix Grill) required so that this pump station can fill the Kachina Tank. The proposed upgrades will be kept to the minimum necessary to allow the pumps to automatically fill the tank. The upgrades to this existing pump station are planned to be temporary; a full replacement and relocation of the pump station next to the Green Tank is planned to occur within 1 to 5 years. The upgrades to the existing pump station will provide adequate head required to fill the tank, but the flow capacity will be less than ideal.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1) Evaluation of existing pump station and necessary upgrades.
 - 2) Preliminary design of the booster pump station upgrades including pump replacement in the existing configuration, minor valving and instrumentation upgrades, and simple controls.
 - 3) Final design of the booster pump station upgrades and coordination with either RMCI or VTSV to perform the upgrades.
 - 4) Facilitation in pre-procurement of the pumps if necessary, to meet the project timeline.
 - 5) Notification to NMED.
- B. Resident Project Representative (RPR) Services:
 - 1) NOT USED. RPR will be provided in conjunction with the Kachina Tank Construction.
- C. Designing to a Construction Cost Limit:
 - 1) NOT USED.
- D. Other Services:
 - 1) NOT USED.

3. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - 1) Verification of existing conditions as necessary to complete the design.
 - 2) Permit fees (if applicable)
 - 3) Electrical service fees (if applicable)

4. Exclusions, Assumptions, and Constraints

- A. Does not include any structural engineering.
- B. Does not include Contract documents or bidding process.
- C. Does not include permitting beyond notifications to NMED.
- D. Does not include modifications to the existing building, building electrical or heating systems.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
 - 1) Complete the scope of services within a reasonable period of time after receiving Notice to Proceed.

6. Times for Rendering Services

Upon receiving Notice to Proceed, PLUMMER will begin work immediately; and barring any circumstances beyond Plummer's control, anticipates completion by June 30, 2020.

7. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - 1) Services Rendered:
 - a) The estimated compensation for performing the Scope of Services as identified herein uses Hourly Rates and is on a time and material basis (T&M) not-to-exceed fee of \$ \$14,200. Plummer will submit monthly progress invoices based on actual labor hours expended and reimbursable expenses. Additional services can be provided upon request and mutual agreement.
 - 2) Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any.
 - B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

8. Consultants retained as of the Effective Date of the Task Order:

- A. Not Used.

9. Other Modifications to Agreement and Exhibits:

- A. Not Used.

10. Attachments:

- A. 2019 Rate Schedule.
- B. Kachina Pump Station Schedule.

11. Other Documents Incorporated by Reference:

- A. Not Used.



2019 Rates

2019 Annual Rates Effective 1/1/2019

Annual rates adopted annually

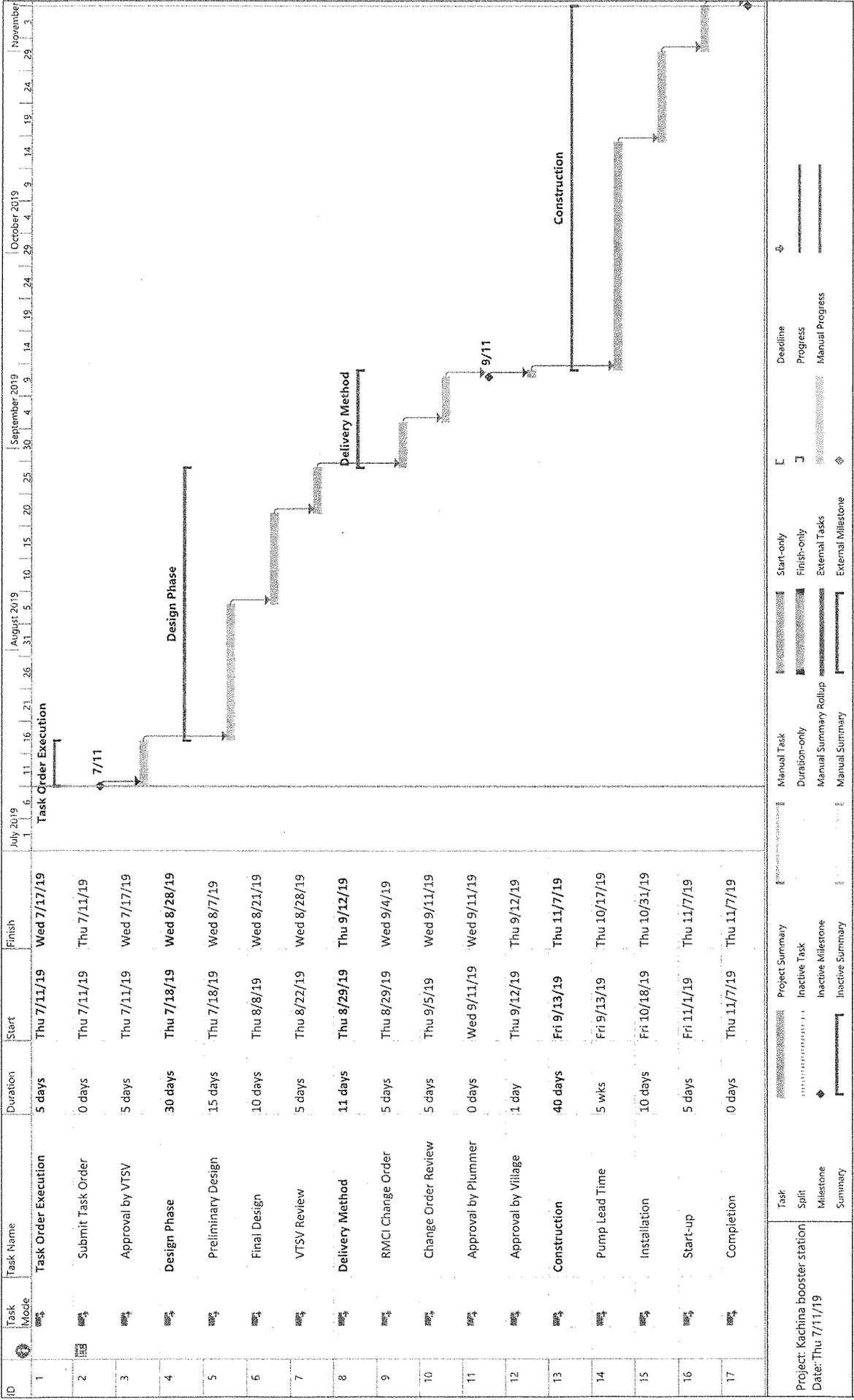
Direct expenses will be invoiced along with monthly labor costs

Management & Engineering Personnel

Rate per Hour, \$

Principal Engineer	225
Senior Technical Specialist	182
Senior Project Manager	182
Discipline Lead	182
Project Manager	160
Senior Engineer	155
Project Engineer II	140
Project Engineer I	135
Engineer III	125
Engineer II	120
Engineer I	115
Specialty	
Senior Resident Project Representative	125
Resident Project Representative	120
Senior Designer	120
CAD Designer	110
CAD Technician	85
Support Personnel	
Administrative	85

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the Alan Plummer Associates fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.





Task Order No. 25: Emergency Phoenix Source Water NMED Approval Date: July 1, 2019

In accordance with Paragraph 1.01 of the Master Agreement Between Village of Taos Ski Valley and Plummer Associates (Plummer) for Professional Services dated June 30, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: July 1, 2019
- B. Owner: Village of Taos Ski Valley
- C. Engineer: Plummer Associates, Inc.
- D. Specific Project (title): Emergency Phoenix Source Water NMED Approval
- E. Specific Project (description):
 - 1) During the winter of 2018/2019 the Phoenix Spring was not able to produce sufficient water to supply the needs of the VTSV distribution system; the decision was made to pursue an emergency water source that could be used to supplement the spring as needed. The preliminary submittal to NMED was rejected and they are requiring a standard source approval process be completed for the new water source. This task order seeks to address the requirements listed in the NMED letter dated June 10, 2019 (attached).

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1) Development of design plans and specifications for the project to permit the use of surface water as a supplemental source and treated using the existing cartridge filtration system and disinfection with NMED.
 - 2) Development of associated Engineering Report
 - 3) Disinfection & Controls Plan.
 - 4) Address potential corrosivity issues.
 - 5) Inventory and assessment of potential contaminants of concern.
- B. Resident Project Representative (RPR) Services:
 - 1) NOT USED.
- C. Designing to a Construction Cost Limit:
 - 1) NOT USED.
- D. Other Services:
 - 1) NOT USED.

3. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - 1) Collection of source water samples for regulated contaminants and/or as requested by NMED.
 - 2) Additional testing for E. Coli and/or Cryptosporidium removal as may be required by the NMED.

4. Exclusions, Assumptions, and Constraints

- A. The scope includes permitting of the existing cartridge filtration and chlorination system.

- B. The scope assumes that the water quality results will not require additional treatment (e.g. no metals, radionuclides, or cryptosporidium exceedances)
- C. The scope assumes that corrosivity parameters will match the existing source and will not require additional treatment.
- D. The scope does not include any pilot testing and technology verification process through NMED.
- E. The scope assumes up to two (2) rounds of comments from NMED (one round as already been received).
- F. Survey work. If survey is required it may be coordinated jointly and funded directly by the VTSV.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
 - 1) Complete the scope of services within a reasonable period of time after receiving Notice to Proceed.

6. Times for Rendering Services

Upon receiving Notice to Proceed, PLUMMER will begin work immediately; and barring any circumstances beyond Plummer's control, anticipates completion by June 30, 2020.

7. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - 1) Services Rendered:
 - a) The estimated compensation for performing the Scope of Services as identified herein uses Hourly Rates and is on a time and material basis (T&M) not-to-exceed fee of \$ 16,500. PLUMMER will submit monthly progress invoices based on actual labor hours expended and reimbursable expenses. Additional services can be provided upon request and mutual agreement.
 - 2) Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any.
 - a) The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

8. Consultants retained as of the Effective Date of the Task Order:

- A. Not Used.

9. Other Modifications to Agreement and Exhibits:

- A. Not Used.

10. Attachments:

- A. 2019 Rate Schedule.

11. Other Documents Incorporated by Reference:

- A. Not Used.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

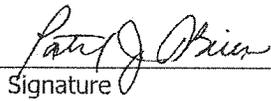
The Effective Date of this Task Order is: July 1, 2019.

Engineer

Plummer Associates, Inc.

Owner

Village of Taos Ski Valley


Signature

07/01/19
Date

Signature

Date

Patrick O'Brien
Printed Name

John Avila
Printed Name

REPRESENTATIVE FOR TASK ORDER:

Patrick O'Brien
Name

Principal
Title

970-247-0724
Phone

pobrien@Plummer.com
Email

REPRESENTATIVE FOR TASK ORDER:

John Avila
Name

Village Administrator
Title

575-776-8820
Phone

javila@vtsv.org
Email



2019 Rates

Rates without rates adjustment 1/1/2019

Bilingual rates adjusted annually

Direct expenses will be invoiced along with monthly labor costs

Management & Engineering Personnel	Rate per Hour, \$
Principal Engineer	225
Senior Technical Specialist	182
Senior Project Manager	182
Discipline Lead	182
Project Manager	160
Senior Engineer	155
Project Engineer II	140
Project Engineer I	135
Engineer III	125
Engineer II	120
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CAD Designer	110
CAD Technician	85
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Administrative	85

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the Alan Plummer Associates fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration of TIDD Board Request to Village Council, and to Designate and Agent of the Village to be Permitted to Inspect Certain NM Tax & Revenue Department Reports under the Terms of the NM Tax & Revenue Department Confidentiality Agreement, for the Purpose of Working with Approved Village Staff and the NM Tax & Revenue Department to Reconcile Gross Receipts Tax Allocations to the Village and to the TIDD

DATE: August 13, 2019

PRESENTED BY: Administrator John Avila, Attorney Susan Baker

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: On July 17, 2019, the TIDD Board requested that the Village Council appoint an Agent to work with the New Mexico Tax and Revenue Department (NMTRD) to address collection of Village GRT and appropriate allocation of funds back to the TIDD. The TIDD Board has expressed concerns that it is not receiving an accurate allocation of GRT monies through NMTRD.

The appointed representative should meet the following qualifications:

- Have no conflicts of interest with the Village. Such conflicts could include involvement in pending litigation matters or with entities adverse to the Village.
- Have a fiduciary responsibility to the Village and meet all the requirements of the NMTRD Confidentiality Agreement to nullify risks to the Village.
- Be willing to maintain confidentiality regarding Village and NMTRD financial records, and obtain any necessary certification to ensure protection of confidential information.
- Be willing to sign an affidavit outlining fiduciary responsibilities, confidentiality standards, and any other necessary assurances related to this appointment.
- Work effectively with Village Finance and Administration, as well as NMTRD, and be well versed in accounting, good with data analysis, or finance management

RECOMMENDATION: Move to appoint a representative to work cooperatively with the Village, TIDD Board, and NMTRD to review data involving the collection of GRT and allocation of funds to the TIDD, with the condition that this representative has no conflicts of interest with the Village and that he/she will abide by confidentiality and other fiduciary standards.

John Avila

From: Ann Marie Wooldridge
Sent: Friday, August 9, 2019 2:07 PM
To: John Avila
Subject: FW: Village Council Agenda Request

From: Chaz Rockey [<mailto:Chaz.Rockey@bllc.com>]
Sent: Wednesday, August 07, 2019 3:08 PM
To: Ann Marie Wooldridge
Subject: Village Council Agenda Request

Hi Ann,

The VTSV TIDD Board Requests the Village Council to add the following item to the Village Council Agenda for Tuesday, August 13th.

The TIDD Board of Directors requests the Village Council to name TIDD Board Member Chaz Rockey as an Agent of the Village for the purpose of working directly with the New Mexico Tax & Revenue Department to reconcile Gross Receipt Tax Allocations to the Village and TIDD.

I can't find all the emails for everyone on Council so can you please pass this request on to the Council and John Avila? Please also copy the members of the TIDD Board.

Thank you for your help,
Chaz

Chaz Rockey
Chief Financial Officer

TAOS

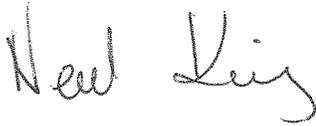
chaz.rockey@skitaos.com
C 917.971.1428
O 770.874.9109



8/0/2019

This is to certify that at the last TIDD Board meeting on July 17th that a motion was passed unanimously to request that Chaz Rocky be the interface to the New Mexico Department of Finance. The board requests the Village Council to accept their recommendation of Chaz Rocky as being the best way to clear up any problems with TIDD financial questions.

Respectfully

A handwritten signature in cursive script that reads "Neal King". The signature is written in black ink and is positioned above the printed name.

Neal King, TIDD Board Chair.

**Confidentiality Agreement
Between
The New Mexico Taxation and Revenue Department And
Municipality/County**

THIS Confidentiality Agreement ("Agreement") is made by and between the State of New Mexico Taxation and Revenue Department (the "Department"), and Municipality or County ("Inspecting Party"), collectively referred to as the "Parties".

Under NMSA 1978, § 7-1-8.9(A), officials or employees of a municipality or county are permitted to inspect certain records of the Department and the Department may permit the inspection upon the municipality or county agreeing and adhering to the terms of this Confidentiality Agreement.

NOW THEREFORE it is mutually agreed between the Parties:

1. This Agreement is the written agreement required to be entered into by the Parties prior to the disclosure of any information or records (the "Records") by the Department.
2. The Inspecting Party shall designate one or more of its officers or employees or, pursuant to NMSA 1978, § 7-1-8(B)(1), an agent for the receipt and control of the Records (an "Authorized Inspector"). Each Authorized Inspector must be an individual. The Inspecting Party remains at all times responsible for all actions of its designated Authorized Inspectors. The Department reserves the right, for good cause, to not provide Records to any Authorized Inspector.
3. Disclosure of Records to any Authorized Inspector shall be made pursuant to a written request by the Inspecting Party, stating the name and position of Authorized Inspector. A sample written request is attached as Attachment A and is available at:

<http://tax.newmexico.gov/request-for-tax-reports.aspx>

4. If an Authorized Inspector ceases or will cease to be an official, employee or agent of the Inspecting Party, or for any other reason ceases or will cease to be an Authorized Inspector, the Inspecting Party shall timely notify the Department in writing, and shall clearly state the date on which the Authorized Inspector will cease or has ceased to be an official, employee or agent of the Inspecting Party. In the case of an Authorized Inspector who has already ceased to be an official, employee or agent of the Inspecting Party, the Inspecting Party shall notify the Department immediately of such cessation by email, in addition to the written notification. Failure to so notify the Department is a breach of this Agreement. The Department specifically reserves the right to deny providing any Records to any person if the Department believes such person is not, or is no longer, an Authorized Inspector.
5. The Inspecting Party, and any of its Authorized Inspectors, shall inspect any Records provided by the Department only for the purposes specified in Section 7-1-8.9, and in accordance with Section 7-1-8(B) and this Agreement. If the Department determines that any Authorized Inspector has failed to comply with the requirements of this Paragraph, the Department, in addition to any other remedies available to it, may treat such failure as a breach of this Agreement.
6. Prior to providing any Records, each Authorized Inspector shall complete appropriate training as requested by the Department, pursuant to Section 7-1-8.9(B). At a minimum, each

Authorized Inspector shall complete training on protecting confidential information specified by the Department on an annual basis.

7. Records may be provided pursuant to this Agreement, at the Department's option, either by delivering Records to the Inspecting Party or by delivering the Records to a location designated by the Department for inspection. The Department reserves the right to decide the method and format in which Records are provided. The Inspecting Party, and each Authorized Inspector, shall at all times ensure that any Records are protected from being revealed to any unauthorized party.
8. The Inspecting Party and each Authorized Inspector explicitly agree that the Records provided by the Department under this Agreement are provided for a limited purpose stated in Section 7-1-8.9, and only for a sufficient time to complete such purpose. Pursuant to § 7-1-8(B)(4), the Inspecting Party, and each Authorized Inspector, shall contact the Department immediately upon completion of the lawful purpose for which Records were obtained, and shall either return or destroy, at the Department's option, all Records obtained.
9. The Inspecting Party, and each Authorized Inspector, further agree not to make copies, in any form or format, of any Records provided under this Agreement, without the express written permission of the Department and, upon completion of the lawful purpose for which Records were obtained, to either return or destroy all copies in the same manner as if they were the original Records. Copies made by the Inspecting Party or any Authorized Inspector are subject to the same confidentiality protections as the original Records. Within fifteen (15) days of the completion of the lawful purpose for which Records were obtained, every Authorized Inspector shall sign and deliver to the Department a certificate ("Certificate") attesting that the Records were used only for the purpose they were provided and that all copies have been returned or destroyed. A sample Certificate is attached hereto as Attachment B. Failure to timely sign and deliver the Certificate shall constitute a breach of this Agreement.
10. The Inspecting Party warrants that it has established procedures to maintain confidentiality, as required by Section 7-1-8(B), and further warrants and understands:
 - a. All Reports made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to any other person is prohibited.
 - b. All Reports will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - c. No work involving Reports furnished under this Agreement will be subcontracted without prior written approval of the Department.
 - d. The Inspecting Party will maintain a list of all Authorized Inspectors. Such list will be provided to the Department upon request.
 - e. The Department will have the right to void the Agreement if the Inspecting Party or the Authorized Inspectors fail to provide the safeguards described above.

11. The Department reserves the right to request a change to any of the above procedures at any time, such change to be implemented by the Inspecting Party as soon as possible.
12. The Inspecting Party designates the following person as responsible for implementing and maintaining the confidentiality procedures:
 - a. Designate a person with overall responsibility for maintaining confidentiality procedures
13. The Inspecting Party, and all Authorized Inspectors, explicitly agree to be bound at all times by the provisions of NMSA 1978, § 7-1-8 *et seq.* and 7-1-76, relating to confidentiality of Records and penalties for breach. The Parties agree that making Records available for inspection under this Agreement does not waive confidentiality of the Records.
14. The Parties agree that confidentiality requirements pertaining to any Records shall survive the term of this Agreement.
15. This Agreement creates no obligation on the Department to create new Records, or to modify existing Records in any way. This Agreement creates no obligation on the Department to pay for the costs of providing Records for inspection or of administering this Agreement. Pursuant to § 7-1-8(C)(4), the Inspecting Party explicitly agrees to reimburse the Department for any costs incurred by the Department in providing Records for inspection and in administering this Agreement. The Inspecting Party explicitly agrees to reimburse the Department for any damages resulting from unauthorized disclosure, whether by negligence or otherwise, of Records by the Inspecting Party or any of its Authorized Inspectors, employees, officers, or agents, including reasonable legal fees associated with obtaining any relief related to, and/or monetary damages resulting from, such unauthorized disclosure.
16. The Inspecting Party agrees that the Department will suffer irreparable harm if the Inspecting Party, or any of its Authorized Inspectors, employees, officers or agents, fail to comply with any of its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate the Department for any such breach. Accordingly, the Inspecting Party agrees that the Department, upon breach by Inspecting Party, or any of its Authorized Inspectors, employees, officers or agents, and in addition to any other remedies available at law or in equity, shall be entitled to refuse to provide any Records to the Inspecting Party for a period of one (1) year from date of breach, notwithstanding the Inspecting Party's statutory rights to inspect the Records.
17. The Inspecting Party acknowledges that the Department may notify any taxpayer, or any other person, whose information is contained in the Records disclosed to the Inspecting Party, of the fact of such disclosure. **The Inspecting Party acknowledges that nothing in this Agreement, or in any law, permits it to contact any taxpayer, or any other person not explicitly authorized by statute or this Agreement, including Inspecting Parties or Authorized Inspectors for other counties or municipalities, regarding any matter related to any Records provided under this Agreement. If the Inspecting Party attempts to contact any taxpayer, or any other person not explicitly authorized by statute or this Agreement, regarding any matter related to any Records provided under this Agreement, this will constitute a breach of the Agreement.**

18. In the event of a breach of this Agreement by the Inspecting Party of any of its Authorized Inspectors, employees, officers or agents, the Department may, at its sole discretion, take the following acts:
- a. Immediately terminate this Agreement for a period of up to one year and upon the Department being satisfied that no future breaches will likely occur;
 - b. Demand the immediate return of all outstanding Records;
 - c. Seek an injunction barring the further disclosure of any Records; and
 - d. Seek any other remedies available at law or in equity.
19. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, the Inspecting Party acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.
20. This Agreement confers no rights upon any third party, unless that party is an Authorized Inspector, employee, officer or agent of the Inspecting Party and the Inspecting Party designates such party as an Authorized Inspector.
21. If any provision of this Agreement is held void or invalid, the remaining provisions shall nevertheless be valid, effective and binding.
22. This Agreement may only be modified in writing signed by both Parties.
23. This Agreement shall become effective as of the date of the last signature required and shall remain effective until either party gives written notice that it intends to terminate the Agreement or one year after the signing of the Agreement, whichever comes first.
24. Notices

For the Department

Local Government Liaison
New Mexico Taxation and Revenue Department
(505) 827-2588
1100 S. St. Francis Dr., Room 3002
Santa Fe, NM 87505

Tax.localgov@state.nm.us

For the Inspecting Party

Municipality or County

Attn:

Email

Telephone #

Address

Any change to the Notice, individual or the address, shall be effective only in writing or email.

Municipality/County

Signature _____
Name _____
Title _____
Date _____

NEW MEXICO TAXATION AND REVENUE DEPARTMENT

Signature _____
Name _____
Title _____
Date _____

ATTACHMENT B
CERTIFICATE OF COMPLETION OF INSPECTION

I, Name _____, state as follows:

1. I hereby certify that I have read, understood and complied with all provisions of that certain Confidentiality Agreement, dated _____, between the New Mexico Taxation and Revenue Department and Municipality or County _____ (the "Agreement").
2. I hereby certify that, pursuant to the Agreement, I inspected Records for the time period of Begin Date _____ to End Date _____.
3. I hereby certify that at all times while inspecting, possessing or controlling any Records I have been, an Authorized Inspector under the Agreement.
4. I hereby certify that I have either returned or destroyed any Records provided to me under the Agreement.
5. I hereby certify that I have made no copies of any Records or any other documents except as permitted under the Agreement, that I have either returned or destroyed all such copies, and that at all times I protected the confidentiality of such copies as though they were original Records.
6. I hereby certify that I am aware that any misconduct on my part, including any misstatement in this Certificate, may subject me to penalty under law including but not limited to the penalties delineated in NMSA 1978, § 7-1-76.

Signature _____

Name _____

Title _____

Date _____

TAXATION
&
REVENUE

NEW MEXICO

Confidentiality of Tax Return
Information

*For officials and employees of municipalities
and counties of the State of New Mexico*

CONFIDENTIAL

How this Training Works

- Allow approximately 30 minutes to complete this training.
- Use the navigation buttons in the lower right corner to move through the training.
- Scenarios are at the end of this training module. You must answer these scenarios to complete the training.
- At the end of the training, follow the directions given to obtain the Certificate of Completion and the Request for Records documentation.
- You must click the email link at the end of this course to acknowledge completion of this training.

Why training is required?

- NMSA 1978 Section 7-1-8.9 permits, pursuant to a written agreement, authorized officials or employees of a municipality or county to inspect records of the Department. Before accessing this information you must understand that by viewing this taxpayer information you are subject to confidentiality provisions of Section 7-1-8 NMSA 1978 and the penalty provisions of Section 7-1-76 NMSA 1978.
- This training is provided by the State of New Mexico Taxation and Revenue Department to ensure that you understand these confidentiality and penalty provisions.

7-1-8. Confidentiality of Return Information

Under this confidentiality statute, authorized municipal and county officials or employees are required to:

- Limit the viewing of the tax information to only persons specifically authorized in a written agreement between the municipality or county and the Taxation and Revenue Department.
- Limit discussions about the tax information to only persons specifically authorized in a written agreement between the municipality or county and the Taxation and Revenue Department.
- Limit viewing and discussions with authorized persons only to the extent necessary to perform the authorized purpose.
- Physically or electronically secure and protect tax information, at all times, from being revealed to unauthorized persons.
- Return tax information to the appropriate Taxation and Revenue Department as soon as it is no longer required.

7-1-76. Revealing Confidential Information Concerning Taxpayers

Under this penalty statute, a municipal or county official or employee who, in the course of their official duties, lawfully in their possession, to another unauthorized person information, lawfully in their possession, to another unauthorized person in a confidential or privileged relationship, shall be guilty of a misdemeanor and if convicted shall be:

- Fined not more than \$1,000 or
- Imprisoned up to one year,
- Or both,
- Responsible for costs of prosecution,
- Unable to be employed by the State of New Mexico for a period of five years from the date of conviction.