

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
AGREEMENT FOR PROFESSIONAL PUBLIC RELATIONS
AND OUTREACH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and _____ (hereinafter referred to as the “Contractor”).

Contractor and SSCAFCA desire to enter into an agreement regarding professional services;

1. Scope of Work

The Contractor shall provide Professional Public Relations and Outreach Services for SSCAFCA on an on-call basis and makes no guarantee as to the amount of work. Assignments will be issued on a task-order basis approved by the Executive Engineer. Each Task Order form will indicate the specific services to be performed and deliverable to be provided. SSCAFCA and Contractor shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each Task Order shall be subject to the terms and conditions of this Agreement.

2. Compensation

The compensation will be as set forth in Exhibit B. Contractor shall submit its invoices to SSCAFCA on a monthly basis. Invoices are due and payable within 30 days of receipt.

3. Term of Agreement

This Agreement shall be for a period of one (1) year, but may be extended annually by the SSCAFCA for up to three (3) additional years. In no event can this Agreement be extended beyond four (4) years from the date of execution of this Agreement.

4. Termination

The Agreement may be terminated without cause by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

5. Status of Contractor

The Contractor and the Contractor’s agents and employees, are independent Contractors performing professional services for SSCAFCA and are not employees of SSCAFCA.

6. Assignment

Contractor shall not assign or transfer any interest in this Agreement without the written consent of SSCAFCA.

7. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of SSCAFCA.

8. Insurance

Contractor agrees to maintain general liability insurance providing coverage in an amount no less than one million dollars (\$1,000,000) per claim. Proof of insurance shall be submitted to SSCAFCA. Such insurance shall remain in full force and effect during the term of this Agreement.

9. Records and Audits

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered if hourly services are being provided. These records shall be subject to inspection by SSCAFCA. SSCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SSCAFCA to recover excessive and/or illegal payments.

10. Indemnification

Contractor agrees to defend, indemnify, hold free and harmless SSCAFCA, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against SSCAFCA, its elected officials, officers, agents and employees arising out of the performance of the work undertaken pursuant to this Agreement.

11. Release

The Contractor shall, upon final payment of the amount due under the Agreement, release the officers and employees and SSCAFCA from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind SSCAFCA, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Confidentiality

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

13. Conflict of Interest

The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. Amendment

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

15. Merger

This Agreement incorporates all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

16. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

17. Waiver

No waiver or any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver or any other subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

18. Notice

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), impose Civil and Criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

19. Equal Opportunity Compliance

The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity.

In accordance with all such laws the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

20. Multiple Counterparts

The Contract will be executed in multiple counterparts, each of which will be deemed to be an original for all purposes.

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

**SOUTHERN SANDOVAL COUNTY
ARROYO FLOOD CONTROL AUTHORITY**

Date: _____

By: _____
Charles Thomas
Executive Engineer

Date: _____

Contractor:
By: _____

Its: _____

Federal I.D. Number

Taxpayer Identification Number
