SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

AGREEMENT FOR BOND ATTORNEY PROFESSIONAL SERVICES

THIS PROFESSIONAL AGREEMENT, made and entered into this ______ day of____________, 2015, 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 Services**
   
   To be determined based on selected proposal and attached as Exhibit A.

2. **Compensation**
   
   SSCAFCA agrees to pay Contractor as per the cost schedule attached as Exhibit A, plus applicable gross receipts tax for Contractor’s services.

3. **Term of Agreement**
   
   The Contract will be for one (1) year, and may be extended for up to three (3) additional years in one (1) year increments, or until funds have been expended.

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. **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.

11. **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.

12. **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.

13. **Amendment**

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

14. **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.

15. **Applicable Law**

This Agreement shall be governed by the laws of the State of New Mexico.
16. **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.

17. **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.

18. **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.

19. **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: ____________________________________

James F. Fahey, Jr.
Chairman, Board of Directors

APPROVED AS TO FORM:

_____________________________________
Bernard P. Metzgar
Attorney for SSCAFCA
Contractor:

Date: _______________________

By: _________________________

Its: _________________________

Federal I.D. Number

_____________________

Taxpayer Identification Number

_____________________
