

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
AGREEMENT FOR BOND COUNSEL PROFESSIONAL SERVICES

THIS PROFESSIONAL AGREEMENT, made and entered into this ____ day of April, 2021, 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

Contractor shall advise and assist SSCAFCA with the following:

- a. General obligation bond elections;
- b. Issuance of general obligation and revenue bonds including preparing the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- c. Other legal matters related to SSCAFCA general obligation and revenue bonds including but not limited to disclosure, tax matters and opinions.

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

Contractor:

Date: _____

By: _____

Its: _____