

REQUEST FOR PROPOSALS
FOR
GENERAL COUNSEL/LEGAL SERVICES

As Requested by

**THE SOUTHERN SANDOVAL COUNTY ARROYO
FLOOD CONTROL AUTHORITY**



RFP 2024-03

PROPOSAL DUE DATE: June 6, 2024

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Section 1 – GENERAL INFO AND DELIVERY REQUIREMENTS

- 1.1. **Overview.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this Request for Proposals (RFP). Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.
- 1.2. **Point of Contact.** This RFP is issued by Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), Fiscal Services Department, which is the sole point of contact during the procurement process (the “Point of Contact”). Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or SSCAFCA personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted via e-mail to the following Point of Contact:

Deborah Casaus, Fiscal Services Director
dcasaus@sscafca.com

- 1.3. **Proposal Due Date.** June 6, 2024 at 3:00 p.m. local time. Proposals for this RFP will be received by:

Fiscal Services Department
Southern Sandoval County Arroyo Flood Control Authority
1041 Commercial Dr. SE, Rio Rancho, New Mexico 87124

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. SSCAFCA shall not be responsible for proposals that are mailed and not received by the time specified in this section. Receipts for hand delivered proposals may be issued by SSCAFCA (upon request).

- 1.4. **Number of Copies.** Submit one (1) electronic pdf of the proposal on a USB Flash Drive and one (1) paper copy of the electronic pdf. Paper copy to be printed in color and stapled in the upper left corner. Proposals must be submitted in a sealed package or envelope listing the following information on the outside: **RFP 2024-03 - GENERAL COUNSEL/LEGAL SERVICES.**

In the event there is a discrepancy between the paper and electronic submittals, or if the electronic version cannot be read/downloaded from the submitted Flash Drive, the paper copy becomes the official RFP response. SSCAFCA may request an additional electronic copy matching the paper copy in these rare instances.

- 1.5. **Page Limit.** Proposals shall be limited to a maximum length of ten (10) numbered pages, not including the Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.3. Any documentation not listed in this section will be counted towards the ten-page limit (i.e. cover letter).
- 1.6. **Font.** Proposals should use a non-serif font at size 11pt or larger

- 1.7. Proposals must be submitted in a sealed package or envelope listing the following information on the outside: **RFP 2024-03 - GENERAL COUNSEL/LEGAL SERVICES**

(*End of Section 1*)

Section 2 – INTRODUCTION/SCOPE OF WORK

- 2.1. **Overview.** Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests qualification based competitive sealed proposals for **GENERAL COUNSEL/LEGAL SERVICES**.
- 2.2. **Scope of Work/Specifications.** The attorney/law firm will provide general counsel/legal services to the Board of Directors and the Executive Engineer. Services can, include, but are not limited to:
- a. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the SSCAFCA Board of Directors and staff on a variety of matters pertaining to all aspects of SSCAFCA operations with an emphasis on:
 - a. Statutory compliance of a public agency (e.g., Board Compliance, Open Meetings Act and Inspection of Public Records Act).
 - b. Construction and regulatory cases with an emphasis on flood control, storm water drainage and environmental regulations (e.g. USEPA, NEPA, NPDES Storm Water Quality Regulations).
 - b. Provide Right of Way (ROW) acquisition services, including research of title, development of easement, and the exercise of Eminent Domain on behalf of SSCAFCA.
 - c. Research and interpret laws, court decisions, and other authorities in order to prepare legal opinions and to advise the Board of Directors and staff on legal matters pertaining to SSCAFCA matters.
 - d. Attend regular Board of Director meetings (open and closed sessions) as needed and advising the Board of Directors on matters on the agenda as well as procedural matters that may arise during and following the meeting.
 - e. Attend other SSCAFCA meetings deemed necessary or as requested by the Executive Engineer of SSCAFCA.
 - f. Draft, review, and/or revise documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
 - g. Represent SSCAFCA in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
 - h. Represent SSCAFCA in intergovernmental projects and other matters, as needed.
 - i. Provide legal advice and assistance to operating departments with regard to employee disciplinary actions and providing advisory services to SSCAFCA during appeal hearings.
 - j. Perform other duties as directed by the Executive Engineer and/or Board of Directors.

SSCAFCA makes no guarantee as to the amount of work to be issued under any future contract issued pursuant to this RFP.

(*End of Section 2*)

Section 3 – CONDITIONS GOVERNING PROCUREMENT

3.1. **Overview.** This section of the RFP contains the schedule for the procurement, describes the major events and milestones and specifies general conditions governing the procurement.

3.2. **Schedule of Events.** SSCAFCA will make every effort to adhere to the following schedule:

<i>Action</i>	<i>Responsibility</i>	<i>Date</i>	<i>Time</i>
Issue RFP	SSCAFCA	May 19, 2024	N/A
Deadline to Submit Written Questions	Potential Offerors	May 28, 2024	5:00 PM
Response to Written Questions	SSCAFCA	May 31, 2024	5:00 PM
RFP Addenda	SSCAFCA	If applicable, no later than May 31, 2024	5:00 PM
Submission of Proposals	Offerors	June 6, 2024	3:00 PM
Proposal Evaluation and Ranking (Including time for Interviews, Oral Presentations, and Best and Final Offers) *	Evaluation Committee	May 6 – June 11, 2024	
Notify Offerors of Selection	SSCAFCA	June 11, 2024	5:00 PM
Finalize Contracts	SSCAFCA/Offeror	On or before June 18, 2024	9:00 AM

*Offerors will be notified by the Fiscal Services Department if and when to expect interview and Best and Final Offer dates.

3.2.1. **Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact. SSCAFCA response to questions will be formalized as an addendum to the RFP.

3.2.2. **Addenda/Communication.** The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site: <https://www.sscafca.org>. Oral and other interpretations or clarifications will be without legal effect.

It is the responsibility of all potential Offerors to check the website and to ensure that all addenda have been acknowledged on the “Required Information Form” (provided in Appendix A) before submitting their proposal.

- 3.2.3. **Proposal Evaluation.** The evaluation and ranking of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.
- 3.2.4. **Selection of Finalist.** The Evaluation Committee will select, and the Point of Contact will notify the Finalist Offeror(s).
- 3.2.5. **Oral Presentations and Interviews.** The Evaluation Committee may request oral presentations or interviews by the Offerors. If this is required, the requested action will take place at the SSCAFCA office within the proposal evaluation timeframe specified the Schedule of Events.
- 3.2.6. **Finalize Contract.** The Contract will be finalized with the most qualified Offeror(s). In the event that mutually agreeable terms cannot be reached, SSCAFCA reserves the right to terminate negotiations with that Offeror.
- 3.2.7. **Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm local time on the tenth (10th) calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

3.3. General Requirements.

- 3.3.1. Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 3.3.2. Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SSCAFCA.
- 3.3.3. Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.
- 3.3.4. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made through the Point of Contact named in Section 1. SSCAFCA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site.
- 3.3.5. A proposal may be amended or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. An amendment must be a complete replacement for a previously submitted proposal and must be clearly

identified in a transmittal letter signed by the Offeror's authorized representative. SCAFCA reserves the right to request proof of authorization to withdraw or amend a proposal.

- 3.3.6. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the procurement is completed.
- 3.3.7. SCAFCA may evaluate the proposals based on the anticipated completion of all or any portion of the project. SCAFCA reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project when deemed to be in SCAFCA's best interest. SCAFCA makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 3.3.8. SCAFCA may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 3.3.9. By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by SCAFCA.
- 3.3.10. Offeror acknowledges and accepts that any expense incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror.
- 3.3.11. SCAFCA expects the highest level of ethical conduct from Offerors including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 3.3.12. After identifying the highest scoring Offeror(s), SCAFCA will attempt to negotiate final terms of a Contract with such Offeror(s), on such terms as SCAFCA deems in its best interest. SCAFCA reserves the right to negotiate all elements of the Contract.
- 3.3.13. SCAFCA shall evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. SCAFCA's determination shall be final.

(End of Section 3)

Section 4 - SUBMISSION REQUIREMENTS

- 4.1. **Overview.** This section contains the list of mandatory requirements, scoring categories, and related information. Offerors must respond to the mandatory requirements and should respond to the scoring categories of this RFP providing the required responses, documentation, and assurances.
- 4.2. **Proposal Format.** The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 4.2.1. Table of Contents
 - 4.2.2. Mandatory Requirements
 - 4.2.3. Scoring Categories.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.

- 4.3. **Mandatory Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal. The items listed below will not be counted towards the page limit provided in Section 1.5.

The following items must be submitted with the proposal:

- 4.3.1. **Required Information Form.** See Appendix A.
 - 4.3.2. **Campaign Contribution Disclosure Form.** See Appendix B. In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body are required to file the attached “Campaign Contribution Disclosure Form” with that state agency or local public body, in this case, SCAFCA. This form must be filled out in its entirety and submitted with the proposal.
 - 4.3.3. **Proof of Insurance.** Certification of professional liability insurance of at least one million dollars (\$1,000,000).
 - 4.3.4. **Copy of resident, Veteran’s Preference, and/or Native American preference certificate (if applicable)**
- 4.4. **Scoring Categories.** The following items will be evaluated on a points-based system, as outlined in Section 5.1. Failure to respond to a Scoring Category will result in zero (0) points being awarded for that item.
 - 4.4.1. **Experience and knowledge of Project Team**
 - a. Provide an organization plan for your firm. Please include qualifications of project team members shown in organization plan, including their qualifications to practice law in New Mexico and office location. Include the type of

representation of local public bodies & administrative agencies. List governmental entities represented and brief description of work performed. You may also provide any unique knowledge of key team members as related to the Scope of Services in Section 2.2.

4.4.2. Ability to provide competent and timely service with continuity

- a. A description of the Offeror's ability to provide timely service and maintain continuity between separate team members should a key member be unavailable during a portion of an existing assignment or upon request for needed services.

4.4.3. Experience with eminent domain, construction and regulatory cases

- a. Describe Offeror's experience with property acquisition, negotiation of easements and experience with Eminent Domain. Explain Offeror's experience with any construction litigation and experience on construction contracts with contractors, architects, engineers and administrators.

4.4.4. Experience with interpretation of state and federal environmental statutes and regulations

- a. Describe the Offeror's experience in representation of public entities dealing with the State of New Mexico and federal environmental statutes and regulations, particularly the Clean Water Act

4.4.5. References and/or Recommendations

- a. References and/or recommendations on work of a directly related nature from clients other than SCAFCA.

4.4.6. Application of Preferences

- a. To receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, Native American resident business, resident veteran business or Native American resident veteran business certificate or valid resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor certificate issued by the taxation and revenue department.

(End of Section 4)

Section 5 - EVALUATION OF PROPOSALS

5.1. **Evaluation Summary.** The following table is a summary of evaluation factors and the maximum point factors assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

MANDATORY SUBMITTAL REQUIREMENTS		
<i>RFP Section</i>	<i>Description</i>	<i>Evaluation Method</i>
4.3.1	Required Information Form - Appendix A	Pass/Fail
4.3.2	Campaign Contribution Disclosure - Appendix B	Pass/Fail
4.3.3	Proof of Insurance	Pass/Fail
SCORING CATEGORIES		
<i>RFP Section</i>	<i>Description</i>	<i>Max. Possible Points</i>
4.4.1	Experience and knowledge of Project Team	35
4.4.2	Ability to provide competent and timely service with continuity	15
4.4.3	Experience with eminent domain, construction and regulatory cases	25
4.4.4	Experience with interpretation of state and federal environmental statutes and regulations	15
4.4.5	References and/or Recommendations	10
	TOTAL POINTS POSSIBLE (TPP)	100
APPLICATION OF PREFERENCES		
4.4.6	Resident business or Native American resident business (See NMSA 1978, Section 13-1-22); OR	TPP+8%
	Resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year (Up to 10 points, See NMSA 1978, Section 13-1-22)	TPP+10%

(End of Section 5)

Appendix A – Required Information Form

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE #: _____

FEIN: _____

CONTACT PERSON FOR PROPOSAL: _____

E-MAIL ADDRESS*: _____

ALTERNATE EMAIL CONTACT*: _____

SSCAFCA may attempt to contact Offeror via email. Please provide additional email contact information if available.

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but not limited to:

1. Accepting an assignment where duty to the client would conflict with the Offeror’s personal interest, or interest of another client.
2. Performing work for a client or having an interest which conflicts with this contract.
3. If NO conflict exists, write NONE below.

(Please attach additional pages if necessary)

3. LITIGATION STATUS

Provide a brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to services requested in this RFP, with a description of the case(s) and their current status, if applicable. If not applicable, write NONE below.

(Please attach additional pages if necessary)

4. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this document, through the undersigned representative who has the authority to bind the Offeror, and by submitting this proposal in response to this RFP, the Offeror agrees to the following:

1. To perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP.
2. To be bound by this proposal for a minimum of 60 days from the date proposals were due.
3. Receipt of all addenda that have been issued for this RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

(End of Appendix A)

Appendix B – Campaign Contribution Disclosure Form

PROSPECTIVE CONTRACTOR NAME: _____

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, OR THEIR REPRESENTATIVES HAVE MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

For the purposes of this procurement, the applicable public officials are the SCAFCA Board of Directors named below:

Ronald Abramshe
852 Golden Yarrow Trail
Bernalillo, NM 87004

John Chaney
3592 Calle Suenos
Rio Rancho, NM 87124

Cassandra D’Antonio
6031 Redondo Sierra Vista NE
Rio Rancho, NM 87144

Maria Isabel Marquez
1203 West Ella Drive
Corrales, NM 87048

Michael Vidal
3860 Bay Hill Loop NE
Rio Rancho, NM 87124

(see next page for signatory sheet)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, or my family members or my representatives.

Signature

Date

Title (position)

(End of Appendix B)

Appendix C – Sample SCAFCA Contract

(This Page Intentionally Left Blank, See Following Pages)

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

AGREEMENT FOR GENERAL COUNSEL/LEGAL SERVICES

THIS PROFESSIONAL AGREEMENT, made and entered into this ___ day of _____, 2024, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and Contractor (hereinafter referred to as the “Contractor”).

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

1. Scope of Services

The Contractor shall provide legal services as General Counsel for SSCAFCA as per the Contractor’s response (Exhibit A) to SSCAFCA’s RFP 2024-03 on an “as needed” basis. SSCAFCA makes no representation or guaranty as to the number, if any, of hours which will be required of the Contractor.

2. Compensation

SSCAFCA agrees to pay Contractor as per the cost schedule attached as Exhibit B. In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge based on monthly billings and SSCAFCA shall pay on the following charges:

- a. All fees, costs and expenses as per the agreed upon rates (Exhibit B). Said fees, costs and expenses shall not increase during the initial term of this Agreement. Attorney time must be show in in tenth-hour increments. If Exhibit fails to specify the rate of which any costs or expenses shall be charged, actual cost shall be charged and paid; and
- b. New Mexico Gross Receipts Tax at the applicable rate on amounts on which such tax actually has been or will be paid by Contractor.

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, if requested by the Executive Engineer and subject to annual approval by the SSCAFCA Board of Directors. Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties. If this Agreement is not renewed or is terminated, SSCAFCA may require the Contractor to continue to handle to completion any and all matters referred during the contract period at rates to be negotiated. Alternatively, SSCAFCA may require the Contractor to return files, including but not limited to SSCAFCA’s work product, to SSCAFCA.

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: _____

Cassandra D'Antonio
Chairman

Contractor:

Date: _____

By: _____

Its: _____

Federal I.D. Number
