

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of ~~January~~<sup>February</sup>, 2014, to be effective as of January 7, 2014, by and between the City of Farmington, hereinafter referred to as "City," and Scott Scanland, hereinafter referred to as "Contractor."

It is hereby agreed between the parties as follows:

### 1. Scope of Work and Contractor's Responsibilities.

The responsibility of the Contractor will be to render professional governmental relations for City in the State of New Mexico for two years during the term of this Agreement. The Contractor will be responsible to City for all services required as listed below:

(a) Contractor shall represent City as a lobbyist during the term of this contract and advocate its legislative goals at the New Mexico State Legislature.

(b) Contractor shall monitor the introduction of proposed legislation, attend the pertinent legislative hearings, cause the legislative programs, as developed in consultation with City, to be introduced into the legislative session (if necessary) and provide general lobbying services.

(c) Recommend and obtain the support of key Legislators to carry City legislation, if necessary.

(d) Provide coverage of Legislative session and committee meetings.

(e) Periodically brief City in person.

### 2. Compensation.

(a) Contractor will be paid the sum of Eleven Thousand Dollars (\$11,000.00) per year, for a total term cost of Twenty-Two Thousand dollars (\$22,000.00), plus New Mexico Gross Receipts Taxes (NMGRT) for the two-year term of this contract for all services rendered to City as a result of this contract. Payments are to be paid as follows:

\$916.66 plus tax per month. The first check is due in February, 2014 for January services and the final check is due in February 2016.

The Contractor shall pay the Internal Revenue Service and State of New Mexico directly any taxes levied on the amount under this contract. The Contractor shall receive no other compensation or benefits from City as a result of this contract as detailed in Paragraph 4, infra.

(b) Contractor will be reimbursed for actual travel costs, lodging and meals for travel to cities for education of local government officials. Contractor will also be reimbursed for actual meal costs incurred while meeting with legislative and other state officials. There will be no reimbursement to Contractor for travel expenses to meet with legislators.

### 3. Term; Termination.

This Agreement shall be effective as of January 7, 2014, and shall terminate on January 7, 2016. This Agreement may also be terminated upon thirty (30) days written notice to the other party. If terminated pursuant to this provision, Contractor shall be paid only for services rendered to the date of termination.

4. Status of Contractor.

The Contractor is an independent contractor performing professional services for the City. Contractor warrants and represents that it will abide by all applicable laws in the performance of any services for City hereunder.

5. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of City.

6. Release.

The Contractor, upon final payment of the amount due under this Agreement, releases City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind City to any obligation not assumed herein by City, unless the Contractor has express written authority to do so, and then only within the strict limitations of that authority.

7. Confidentiality.

Any information given to or developed by the Contractor in performance of this Agreement shall be kept in confidence and shall not be made available to any individual or organization by the Contractor without the written approval of City.

8. Product of Services; Copyright.

All material developed or acquired by the Contractor under this Agreement shall become the property of City and shall be delivered to City no later than the termination of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

9. Financial Audit

Contractor shall maintain complete and accurate records concerning the Services and all related transactions for at least three (3) years from the date of final payment for the Services. At any time but not later than three (3) years after final payment under this Agreement, City may make such audit of the invoices and substantiating material as deemed necessary by City. Each payment made shall be subject to reduction and refund to City, or offset on future payments due Contractor, to the extent of amounts which are found by City not to have been properly payable or to have been overpaid, and shall also be subject to increase and payment to Contractor for underpayments to the extent of any amounts which are found by City to have been underpaid.

10. Conflict of Interest.

(a) The Contractor warrants that he presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance or services required under this Agreement. Should a potential conflict of interest arise during the term of this Agreement, Contractor shall immediately notify City through its Mayor or City Manager and shall proceed only upon receiving agreement of the City that no conflict of interest exists. Except as to the situation described in paragraph (b) below, should a conflict arise that cannot be resolved, Contractor will not represent either entity but will, at Contractor's expense, procure the services of another lobbyist (agreeable to the City) to represent the City in regard to the issue.

(b) The Contractor has a long-standing relationship with clients in the fireworks industry. Notwithstanding the provisions of paragraph (a) above, if, during the term of this Agreement there arises any conflict between the position of these clients and that of the City in regard to any legislation, the Contractor reserves the right to withdraw his representation of the City as to that issue. Contractor will continue to represent the City as to all other issues not involving a conflict with his fireworks industry clients.

11. Amendment.

This Agreement shall not be altered, changed or amended except in writing by the parties hereto.

12. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. Applicable Law.

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

In Witness Whereof, the parties hereto have executed this Agreement on this 27<sup>th</sup> day of February, 2014, in Farmington, New Mexico.

CITY OF FARMINGTON

By Tommy Roberts  
Tommy Roberts, Mayor

Scott Scanland  
Scott Scanland

ATTEST:

Dianne Smylie  
Dianne Smylie, City Clerk

Legal Department  
Approved by \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_