

**CONSULTING SERVICES AGREEMENT  
FOR INSERT RFP/RFQ NAME**

**Agreement #XX-XXXXX**

**THIS CONSULTING SERVICES AGREEMENT** (hereafter "Agreement") is made effective as of the \_\_\_\_\_ ( ) day of \_\_\_\_\_ (month) \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between (Consultant's legal name), whose address is (Consultant's physical address), a (state) (corporation, LLC, LP, Sole Proprietor, etc.) (hereafter "Consultant") and the CITY OF FARMINGTON, a New Mexico municipal corporation whose address is 800 Municipal Drive., Farmington, NM 87401 (hereafter "City"). Consultant or City may be referred to individually as "party" or they may be referred to collectively as "parties".

**WHEREAS**, Consultant has represented to City that it is specifically qualified to perform consulting services of the nature contemplated by this Agreement; and

**WHEREAS**, City desires to engage the services of Consultant and Consultant desires to perform such services for City.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth in this Agreement, Consultant and City agree as follows:

**1. Consulting Services.** Consultant agrees to perform and complete the consulting services as set forth and described in this Agreement, including **EXHIBIT A "SCOPE OF SERVICES"** (hereafter "Services") attached hereto and in a timely manner in accordance with **EXHIBIT C "TIME SCHEDULE"** attached hereto. Consultant must furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Scope of Services. Time is of the essence.

**2. Term, Termination, and Changes**

**2.1** This Agreement must remain in full force and effect from the Effective Date until the completion of Services [or "date"] whichever occurs earlier, unless terminated earlier as provided herein and it must be renewed automatically, subject to the appropriation of funds by the City Council, from year to year for [INSERT TIME – e.g. "three (3) additional consecutive one (1) year periods"], unless written notice is given by either party to the other of its intent not to renew. The Services must commence as of the Effective Date.

**2.2** Either party may terminate this Agreement, with or without cause and at any time, upon thirty (30) calendar days prior written notice to the other party. In the event of termination, City will pay Consultant for Services performed and completed plus any reimbursable costs incurred in accordance with this Agreement prior to the effective date of termination and Consultant must deliver to City all reports, drawings or other documents prepared or received in connection with the Services, and all applicable work products completed for City under this Agreement.

2.3 City may, at any time, revise the Consulting Services by providing written notice to Consultant of the required changes. Consultant may propose changes to the Consulting Services, but such proposed changes will only become effective upon obtaining the written approval of the City's Chief Procurement Officer, a contracting agent, or another authorized City Officer and Consultant. Without exception, nothing in this Agreement may be changed except by written agreement of the parties in accordance with **Section 19, Amendment and Assignment**.

### 3. Compensation.

3.1 For performance and completion of the Services, City must pay Consultant [Insert/accept one of the following options.]

#### [Option A: Lump Sum]

the total sum of \_\_\_\_\_ and \_\_\_\_/100 dollars (\$ \_\_\_\_\_) ("Lump Sum"), plus applicable gross receipt taxes which are payable by Consultant to the relevant taxing authority and reimbursable by City pursuant to **Section 4 "Taxes"** of the Agreement. The Lump Sum is payable in monthly progress payments for the portion of the Services performed. All costs and expenses of any kind (including but not limited to the cost and expense of all labor, supervision, equipment, travel, transportation, tools, supplies, materials, subcontractors, suppliers, consumables, facilities, home office, overhead, profit, direct costs and indirect costs) are included in the lump sum.

#### [Option B: Hourly Rate]

at the hourly rates set forth in the [choose one of the following]"Fees and Invoices" or "Rate Schedule", attached hereto as **EXHIBIT B**, which rate(s) must include all overhead, administrative and profit margins whatsoever, plus applicable gross receipts taxes which are payable by Consultant to the relevant taxing authority and reimbursable by City pursuant to **Section 4 "Taxes"** of this Agreement. [INCLUDE THE FOLLOWING TWO SENTENCES ONLY IF THEY APPLY]. In addition, City will reimburse Consultant for any actual reasonable costs of travel and subsistence necessarily incurred in the performance of Services under this Agreement. Other direct costs and expenses that are pre-approved in writing by City or set forth on **EXHIBIT B Fees and Invoices** must be invoiced to City at the cost actually and necessarily incurred by Consultant, without any mark-up whatsoever. **EXHIBIT B Fees and Invoices** may contain a ceiling price which is the maximum City will pay even if the actual costs under the rate schedule exceed the ceiling price. The ceiling price may only be changed by written agreement of the parties in accordance with **Section 19, Amendment and Assignment**.

**3.2 Invoices and Fees.** Consultant must invoice City on a monthly basis for Services rendered. For and in consideration of the Services satisfactorily performed and completed by

Consultant, City must pay Consultant in accordance with this **Section 3 Compensation** and the terms in **EXHIBIT B Fees and Invoices**.

**4. Taxes.** Consultant must pay all taxes and contributions for unemployment insurance, retirement benefits, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Consultant by law or collective bargaining agreements with respect to persons employed by Consultant for performance of the Services. Consultant must be liable for and must pay and must indemnify, defend, and hold City harmless from, all such taxes and contributions or any interest accrued and penalties imposed, and reasonable attorney fees and all taxes (including but not limited to, income, withholding, gross receipts, compensating, use and all other taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on or because of the Services, or on any materials, equipment, services, or supplies furnished in the performance of the Services. On all invoices, Consultant must separately show all New Mexico gross receipts, compensating, sales, and other similar taxes which are reimbursable by City to Consultant, provided that in no event will interest or penalties on such taxes be reimbursable by City. Consultant must utilize appropriate New Mexico Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize such gross receipts, compensating, sales, and other similar taxes.

**5. Confidentiality.**

5.1 Any information or data of City provided to Consultant or to which Consultant is given access during the term of this Agreement, whether such information is in written, verbal, electronic or any other form, is proprietary to City and must be treated as confidential and not disclosed by Consultant to any third party, without City's prior written consent. Consultant may disclose such information and data to its employees and contractors or subcontractors, but only on a "need to know" basis. Such information and data may only be used for the purpose of performing the Services that are required of Consultant pursuant to this Agreement, and for no other purpose. Such information and data may not be copied except as required to perform the Services, and upon completion of the Services, Consultant must destroy (or return to City) all copies in its possession. Further, Consultant acknowledges and agrees that all data and information collected, produced or generated, and all reports, test results, plans, models, documents and other written materials produced pursuant to this Agreement or in connection with any Services to be performed hereunder must be and remain the sole property of City, must be confidential, must not be copied or reproduced in any way, except for the use of the Consultant and City personnel assigned to this project, and must not be disclosed or communicated, verbally or in writing, by Consultant to any third party, or used in any way except as required by law or for the purposes required or intended by the Agreement. If required by City, Consultant and any of its employees or agents performing Services under or in connection with this Agreement must execute confidentiality and nondisclosure agreements in the form reasonably required by City. If Consultant is served with process of law, including but not limited to subpoenas requiring Consultant to produce, release or disclose information of a confidential nature received, collected, produced or generated by Consultant pursuant to this Agreement, Consultant must immediately notify City and allow City, at its sole expense and cost, to challenge the process of law, including any subpoena. The duties of this **Section 5**,

**Confidentiality** will survive the expiration or early termination of this Agreement following such expiration or early termination. This Agreement is subject to the provisions of the New Mexico Inspection of Public Records, Sections 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act Chapter 14 Article 3 NMSA 1978.

5.2 It is understood by the Consultant and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978. In the event Consultant has responded to a City Request For Bid (RFB) or a City Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION", City agrees to notify Consultant of any third party request for any rates, terms, compensation amounts, or other information regarding this Agreement. To the extent Consultant provides City with written direction to withhold such requested Confidential Information and litigation results, Consultant agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Consultant, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and must bear the complete cost of litigation, including attorney fees and court costs. If Consultant fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release this Agreement or any portion of this Agreement and all documentation related to this Agreement, which is relevant to the denied request.

5.3 Except as otherwise required by any other provision in this Agreement, City agrees to keep confidential in all matters and not publish, dispense or use in any manner or by any means, but other than for internal company business, any of Consultant's work product or any services, product or software license from Consultant.

5.4 The provisions of this **Section 5, Confidentiality** must survive any termination or expiration of this Agreement.

**6. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are, or must be deemed for any purpose to be, employees of City. City must not be responsible to Consultant, Consultant's employees, or any governing body for any payroll related taxes relating to the performance of the Services. Nothing in this Agreement must be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other which would impose liability upon one party for any act or failure to act by the other.

**7. Bribes and Gratuities.** By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors/Bidders/Contractors/Consultants/Sellers/Suppliers of the following:

- (a) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978);

- (b) it is a third-degree felony to commit the offense of demanding or receiving a bribe buy a public officer or public employee (Section 30-24-2, NMSA, 1978);
- (c) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); and
- (d) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

**8. Drugs and Alcohol.** Consultant, in the performance of any Services requiring the physical presence of its employees on City's property or on the property of others for which City has acquired access rights, must maintain a drug and alcohol policy, as respects its employees and subcontractors involved in the performance of such Services, which policy at a minimum includes reasonable testing procedures and which advances the policy of providing a work environment that is free from the use, consumption, possession, sale, or distribution of illegal drugs or alcohol, and from the misuse of legal drugs on City's premises and work sites, including vehicles used on company business.

**9. General Liability and Indemnification.** Consultant must indemnify and hold harmless the City, including its officers, officials, employees, or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Consultant or its officers, employees, or agents. This indemnity provision must survive any termination or expiration of this Agreement.

**10. Insurance.** Consultant must provide to City, prior to the commencement of any Services hereunder, certificates of insurance evidence that Consultant has purchased the following insurance: General Commercial Liability Insurance and Comprehensive Automobile Liability Insurance of which minimum limits of coverage must be the greater of liability established by the New Mexico Tort Claims Act or combined single limit coverage of \$1,000,000. Workers' Compensation coverage limits must be those established by applicable New Mexico statutes. Employers' Liability Insurance coverage must be the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Consultant's protective liability insurance limits must be the same as specified for Consultant's Commercial General Liability Insurance. Consultant must provide Professional Liability insurance with a minimum limit of One Million Dollars (\$1,000,000). All persons occupying City's physical premises must be subject to all applicable rules of such premises, including those for safety and fire protection. The certificate(s) of insurance must clearly state: a) on all policies except Workers' Compensation Insurance, the City is named as additional insured, b) Consultant and its insurers waive subrogation rights in favor of the City, c) on all applicable policies, cross liability provisions are included, and d) at least thirty (30) calendar days notice must be provided to City in the event of any material changes (including cancellation) with respect to any insurance provided by Consultant under this Agreement.

**11. Dispute Resolution.** If the parties are unable to resolve any dispute within thirty (30) calendar days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation then the dispute must be resolved by binding arbitration. Such arbitration must be governed by the New Mexico Uniform Arbitration Act, NMSA 1978 § 44-7A-1, *et seq.* as amended. A party demanding arbitration must give the other party timely notice of such Demand for Arbitration pursuant to **Section 18 “Notices”** and such notice must describe the nature of the dispute and the amount in controversy. The parties must then jointly select an arbitrator and failing such mutual agreement, the arbitrator must be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration must be held in Farmington, New Mexico. Discovery must be by agreement of the parties or as ordered by the arbitrator, provided that the parties must comply with the following minimum discovery requirements: at least ten calendar days prior to the arbitration, the parties must exchange an exhibit list, copies of all exhibits used at the arbitration, a list of witnesses and a summary of the matters as to which each witness is expected to testify. All costs of mediation and arbitration (including the fees of the mediator and arbitrator) must be split equally by the parties, except that the parties must be responsible for payment of their own attorney fees, expert fees, preparation fees, travel costs, photocopies and similar costs. This agreement to arbitrate must be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Notwithstanding the above, indemnity claims are not subject to mandatory arbitration.

In the event of a conflict between the terms and provisions of any Purchase Order (that is incorporated herein by reference) and the terms and provisions contained in the main body or any other part of this Agreement, the terms and provisions of the Agreement must govern and control. In the event of a conflict between or among the terms and provisions of any of the other documents forming a part of the Agreement (incorporated by reference), the following order of priority must apply (with higher-listed documents governing and controlling over lower-listed documents):

- First: Changes to Services
- Second: Exhibits and Attachments
- Third: Scope and Drawings
- Fourth: City's RFB/RFP
- Fifth: Specifications
- Sixth: Best and Final Offer (if applicable)
- Seventh: Contractor's proposal

**12. Intellectual Property Rights.** Consultant agrees that all works created and trade secrets learned by Consultant in connection with providing Services to City pursuant to this Agreement, including all patent, trademark, copyright, and trade secret rights thereto, belong to City. Consultant hereby assigns all such rights to City and agrees to execute all documents necessary to effect such assignment. Consultant further agrees to cooperate with City, at City's expense, in all steps necessary to protect such rights, including assisting in preparing applications, signing all necessary documents, testifying in court proceedings, and retaining secret information concerning an invention that is not public knowledge.

**13. Invoicing and Payment.** Architect must submit invoices to City, referencing this Agreement number and Purchase Order number, together with such documentation as City may require, at the following address:

Address: City of Farmington  
800 Municipal Drive  
Farmington, New Mexico 87401  
Attention: Accounts Payable  
Email: [accountspayable@farmingtonnm.gov](mailto:accountspayable@farmingtonnm.gov)

A carbon copy of the detailed invoice must be submitted to the Department designee or designees to which the Contractor is providing services. Said email address should be obtained by the Contractor from the requester of services.

Invoices for services provide to the Farmington Electric Utility Services (FEUS) must include the following information as an attachment to the invoice or as a body of the invoice itself as shown by category of cost:

(1) Direct Labor - Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates - Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts - Identify the major cost elements for each subcontract.

(4) Other Direct Costs - When the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract) - Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract) - Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel - When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

If City has no objections to an invoice, it must pay the invoice in full within thirty (30) days after receipt of such invoice. If City objects to an invoice or any portion thereof, it must notify the Contractor of its objections within thirty (30) days after receipt and may withhold payment of

the disputed amount. Invoices past due by thirty (30) days or more and not disputed by the City may bear interest at the maximum rate allowed by New Mexico law. Any objections or disputes concerning invoices must be resolved in accordance with **Section 11 “Dispute Resolution.”**

**14. Audit.** Per NMSA 13-1-161, Consultant must 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 (including time records) as deemed necessary by City. Each payment made must be subject to reduction and refund to City, or offset on future payments due Consultant, to the extent of amounts which are found by City not to have been properly payable or to have been overpaid, and must also be subject to increase and payment to Consultant for underpayments to the extent of any amounts which are found by City to have been underpaid.

**15. Unlawful Discriminatory Practice.** The Consultant represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.

**16. Executive Orders.** City is an equal opportunity employer. Pursuant to Executive Orders 11246, 11625, 11701, 11758 and 13201, as amended or superseded, in whole or in part from time-to-time, and all regulations issued thereunder, it is agreed that all applicable laws, rules, and regulations are incorporated by reference in this Agreement and bind Consultant as a contractor of City.

**17. Severability.** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision must, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

**18. Notices.** Except as expressly provided otherwise herein, any formal notice, demand, or request provided for in this Agreement must be in writing and must be deemed properly made if personally delivered, delivered by courier, or sent by first-class mail, postage prepaid, or by electronic transmission to the person specified below and must be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U.S. mail, and if sent by electronic transmission, upon transmission as evidenced by an email read receipt.

To Consultant:

FILL IN “Name”  
FILL IN “Address”  
FILL IN “Address”

Attention: FILL IN "Name or Department"  
Phone: FILL IN "Phone #"  
Email: FILL IN "Email"

To City: City of Farmington  
800 Municipal Drive  
Farmington, New Mexico 87401  
Attention: Chief Procurement Officer  
Phone: 505-599-1386  
Email: [jrowland@fmtn.org](mailto:jrowland@fmtn.org)

The Parties may change their addresses, contact persons, or email address to which notices are to be sent by providing the other Party with notice of such changes in the manner provided in this Article 31, Notice. Nothing contained herein must preclude the transmission of routine invoices or correspondence, messages and information between the Parties by a representative of a Party in the ordinary course of performing their respective obligations under this Agreement.

**19. Amendment and Assignment.** This Agreement may be amended in whole or in part only by the written consent of the parties hereto; signed and dated by the City's Chief Procurement Officer, a contracting agent, or another authorized City officer and Consultant. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto.

**20. Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which must be deemed to be an original and all of which taken together must constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other by facsimile transmission (or otherwise transmitted) and a signature transmitted by any such transmission must be deemed to be that party's original signature for all purposes.

**21. Governing Law.** The governing law of this Agreement must be by and construed in accordance with the laws of the State of New Mexico. Each party irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts located in San Juan County, New Mexico, for the purpose of any action or proceeding brought by either party in connection with this Agreement or any alleged breach thereof, and waives any objection to the jurisdiction of said courts.

**22. Survival of Obligations.** In addition to the continuation of confidentiality obligations as specified in **Section 5 "Confidentiality"**, Consultant's representations and warranties under **Section 23 "Consultant Representations and Corrective Action"**, and indemnity obligations, including those under **Section 9 "General Liability and Indemnification"** and **Section 12 "Intellectual Property Rights"** of this Agreement, must survive the expiration, completion and termination of the Agreement, it being agreed that said obligations are and must be of a continuing nature. The dispute resolution provisions of **Section 11** also survive the expiration, termination and completion of this Agreement.

## **23. Consultant Representations and Corrective Action.**

23.1 In addition to other representations and warranties contained in this Agreement, Consultant represents and warrants to City that:

- (a) Consultant has performed similar Services and possesses the specific training, skills, knowledge, necessary personnel and legal right to perform the Services. Consultant must take all precautions which may be reasonable or necessary in connection with the Services. Consultant must provide in connection with the Services the standard of care, skill, and diligence normally provided by a consultant in the performance of similar Services and warrants that all such Services must be performed in accordance with sound and accepted industry standards and practices, and in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).
- (b) The compensation described in **Section 3 “Compensation”** is reasonable compensation for the performance of the Services, and Consultant’s independent evaluation of the Services to be performed and its investigation of site conditions.
- (c) Consultant is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform Consultant’s obligations required by this Agreement.
- (d) Consultant is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Services and perform the obligations required by this Agreement and has sufficient experience and competence to do so and is properly insured and licensed to perform the Services.
- (e) Consultant is the holder of or will take the necessary action to obtain all consents, license, permits, or other authorizations required to permit it to operate or conduct its business now and as contemplated by this Agreement.
- (f) No services performed or goods provided by the Consultant must cause any process, procedure, hardware, software, firmware, microcode, equipment, component or device or any part thereof that is used in City’s operations and is currently Date Data Compliant, to thereafter cease to be Date Data Compliant. The Consultant represents and warrants that all services rendered by the Consultant to City pursuant to this Agreement

must be Date Data Compliant and that all processes, procedures, hardware, software, firmware, microcode, equipment, components, devices or any part thereof provided by the Consultant to City in rendering such Services are designed to be Date Data Compliant. For purposes of this Agreement, "Date Data Compliant" means that all date-data is electronically recognized, handled and manipulated without interruptions or inaccuracies.

23.2 Consultant must remedy, at its own expense, any problems or damages arising out of Consultant's failure to perform the Services in accordance with this Agreement. If Consultant does not take the necessary corrective action within a reasonable time after receipt of City's written notice of the problem(s) or damage(s), City may take such corrective action through itself or through contract with others, and must charge Consultant for all such costs incurred by City, which must be due to City upon receipt. The rights and remedies of City provided for in this **Section 23 Consultant Representations and Corrective Action** are in addition to and do not limit any other rights and remedies available to City at law or in equity.

**24. No Waiver.** No term, covenant or condition of this Agreement or any breach thereof must be deemed waived, unless such waiver must be in writing and executed by the party claimed to have waived the same. The waiver of any breach by a Party, whether express or implied, must not constitute a waiver of any subsequent breach.

**25. Unfit Employees.** In the event City has a reasonable objection to any employee of Consultant, Consultant must investigate and take appropriate disciplinary action, up to and including removal of the employee from City's premises.

**26. Binding Effect.** This Agreement and all provisions hereof must inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.

**27. Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed must be deemed to be an original, but all such counterparts must together constitute but one and the same instrument. City and Consultant may retain a duplicate copy (e.g. electronic image, photocopy, facsimile) of this Agreement which must be considered an equivalent to this original.

**28. Agreement Authors.** The parties have agreed to this Agreement and no ambiguity must be construed against any party based on the identity of the author or authors of this Agreement.

**29. Entire Agreement.** This Agreement and the schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement, except as specifically set out in this Agreement.

**IN WITNESS WHEREOF**, Consultant and City have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

CITY OF FARMINGTON  
A Municipal Corporation

By: \_\_\_\_\_  
Title: Mayor

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Approves Compliance NMSA 1978 Annotated, Chapter  
13 Public Purchases and Property

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Department Approved as to Form

\_\_\_\_\_  
Date

**CONSULTANT NAME**

By: \_\_\_\_\_  
Duly Authorized Signature

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signer has read the document and affirms that it is true  
and complete and accurately represents the agreement  
of the parties.

NOTARY PUBLIC SIGNATURE  
(REQUIRED IF NOT SIGNED ELECTRONICALLY IN  
ADOBE)

State of \_\_\_\_\_  
County of \_\_\_\_\_

(SEAL) \_\_\_\_\_  
Signature of notarial officer  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

Consultant will provide the following Services pursuant to this Agreement. The Services must include, but are not necessarily limited to:

**(Describe in reasonable detail the deliverables and limitations (do's and don'ts) that the Consultant is expected to perform – “bullet statements” are ideal to describe expectations - one or two sentences per bullet. For the most, subject to the Buyer's approval, this information should originate with the end user department. Buyer should insure that nothing provided by user conflicts with the Agreement.)**

## EXHIBIT B

### Fees and Invoices (or Rates Schedule and Invoices)

**Consulting Fees:** For all Services rendered by Consultant under this Agreement, the City must pay Consultant an hourly rate of \$ \_\_\_\_\_. Billing for Services from mm/dd/yyyy through mm/dd/yyyy must not exceed \$ \_\_\_\_\_ (plus applicable taxes). **[IN LIEU OF AN HOURLY RATE, IT MAY BE APPROPRIATE TO ATTACH CONSULTANT'S RATE SCHEDULE]. [If an attachment is intended, include the following statement: "The attached Rate Schedule is hereby made a part of this EXHIBIT B Fees and Invoices by this reference."]**

## **EXHIBIT C**

### **TIME SCHEDULE**

**[IT MAY BE APPROPRIATE TO COORDINATE MILESTONES IN THIS SCHEDULE WITH  
PARTS OF EXHIBIT A SCOPE OF SERVICES]**

DRAFT