

**Contract 23-AD-031
Professional Services Agreement
State Lobbyist Services**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and Lawrence J. Horan, Ltd. (the "Consultant"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Lobbyist Services, RFP 23-AD-002, on August 10, 2022 and incorporated herein by reference; and

WHEREAS, the Consultant submitted a proposal in response to RFP 23-AD-002 on September 8, 2022, and incorporated herein by reference; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP 23-AD-002, resulting in the scope of services attached hereto as Exhibit A; and

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Consultant to provide the services described in Exhibit A attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year with option to renew for three (3) additional one (1) year terms.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

(d) The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant's annual fee shall be \$48,000.00 excluding applicable taxes. The Consultant shall invoice the City monthly in the amount of \$4,000.00 per month, in arrears, excluding applicable taxes. In addition to the Consultant's said fee, the City shall pay the Consultant for, Consultant's travel and lodging expenses, the sum of \$3,600.00 for a 60 day legislative session and \$1,800.00 for a 30 day legislative session, which amounts shall be billed and paid in arrears along with the monthly fee amount. Consultant's invoices shall show the amount of compensation due, the amount of any New Mexico gross receipts taxes thereon, and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Consultant (and each agent, employee and contractor employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent consultant performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees.

- (a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
 - (1) a professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made"

basis, covering the Contractor's errors and omissions in performing its services hereunder; and

- (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor's services hereunder, including those provided by independent contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.
- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

9. ASSIGNMENT AND DELEGATION

The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

10. RECORDS AND AUDIT

The Consultant shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Consultant hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Peter Wells, Deputy City Manager
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: 505-891-5002
Fax: 505-891-5762
Email: pwells@rrnm.gov

For notice to the Consultant:

Lawrence J. Horan, Ltd.
Lawrence J. Horan, President
14419 Oakwood Place NE
Albuquerque, New Mexico 87123
Telephone: 505-859-2895
Fax: 505-247-1753
Email: lhoran34@gmail.com

18. MERGER; AMENDMENT

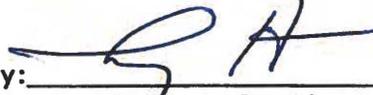
This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

LAWRENCE J. HORAN, LTD.

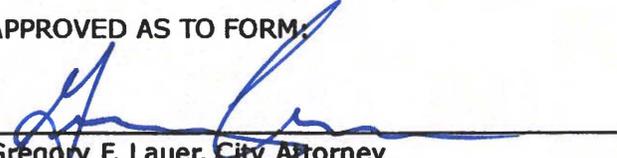
By: 
Matthew B. Geisel, City Manager

By: 
Lawrence J. Horan, President

Date: 22-Sept-2022

Date: 09-20-2022

APPROVED AS TO FORM:


Gregory F. Lauer, City Attorney

**Exhibit A
Scope of Work / Specifications
State Lobbyist Services**

SCOPE OF WORK - General

The awarded consultant shall provide the following services:

- (a) Represent the City, as an independent contractor, for the purpose of advocating its legislative goals and priorities at the New Mexico Legislature.
- (b) Meet with the Governing Body, the City Manager and designated staff as necessary, to develop the legislative priorities and advocacy program.
- (c) Analyze and add the City on all bills that relate to, or may impact the City's established legislative goals and priorities.
- (d) Recommend and obtain the support of key legislators to protect the City's interests as stated in the established legislative goals and priorities.
- (e) Provide coverage of legislative session and committee meetings (including interim committee meetings). Testify on behalf of the City at legislative hearings and coordinate with other entities to advance the City's initiatives. Provide written reports to the City on bill status and other legislative matters impacting City activities.
- (f) Brief in person, as appropriate, the Governing Body, the City Manager and designated staff on all activities performed hereunder.
- (g) Advise the Governing Body and City Manager on legislative issues and strategies including but not limited to re-apportionment, re-districting, tax proposals, capital allocations and land use.
- (h) Submit to the City Manager updates during legislative sessions outlining activities and actions taken. When the legislature is not in session, provide reports of activities and actions taken as appropriate and/or as requested by the City Manager.