

**SANDOVAL COUNTY GOVERNMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024 between the County of Sandoval (the “County”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual (“Contractor”).

**IT IS AGREED BETWEEN THE PARTIES:**

**1. APPROVALS REQUIRED AND SCOPE OF WORK:**

The Contractor shall review, approve and sign this Agreement and Email it to cleanup@sandovalcountynm.gov for County review and to be assigned a contract number. The Agreement shall not be effective until such time all County signatories have executed the Agreement. After County execution of the Agreement and the assignment of a contract number to the Contractor, the Contractor will obtain PRIOR WRITTEN APPROVAL from the COUNTY PLANNING DEPARTMENT for EACH SITE REQUESTED before removing trash and debris from any individual Sandoval County Designated Clean Up Site(s).

After having satisfied the above requirements, the Contractor will perform the following duties related to each PRE-APPROVED site:

A. Photograph the site immediately prior to cleanup;

B. Remove all solid waste from the designated site using a truck or trailer;

C. Photograph the site after removing the solid waste;

D. Bring each load of solid waste from the designated site to the Sandoval County Landfill located at 2708 Iris Rd NE, Rio Rancho, NM 87144;

E. Present the County-assigned contract number to Sandoval County Landfill personnel;

F. Allow each load to be weighed by Sandoval County Landfill personnel; and

G. Email “before” and “after” photographs to cleanup@sandovalcountynm.gov.

The Contractor shall not add any solid waste or any other mass to the load which was not present at the designated site.

**2. DEFINITIONS**

“Contract number” means the ten-digit number which will be stamped on this contract when it is recorded by the Sandoval County Clerk.

“Load” means a collection of solid waste from the designated site which has been removed and placed in a truck or trailer.

"Solid waste" means, but is not limited to any garbage, litter, refuse, rubbish, special waste, debris and other discarded materials at the identified site. This may include, among other things, deteriorated lumber, old newspapers, furniture parts, appliances, car parts, abandoned or neglected equipment, the scattered remains of items, cardboard, waste material, cans, yard clippings, wood, glass, bedding, scrap paving material, or discarded furniture, dry vegetation.

**3. COMPENSATION:**

The County shall pay the Contractor one-hundred dollars ($100.00), per cubic yard of trash and debris the Contractor removes from the designated site and allows to be weighed at the Sandoval County Landfill (“services”). A cubic yard reaches the top of an average truck’s bed. Two cubic years reach an average truck’s roof.

Payment will be made via a check sent to the address listed on the Contractor’s W9 form within ten (30) days of County verified clean-up of PRE-APPROVED site(s).

**4. COUNTY OBLIGATIONS:**

The County hereby designates the Sandoval County Zoning Enforcement Officer or his/her designee as the representative of the County, who shall serve as the liaison between the County and the Contractor. Any questions which arise between the Contractor and the County during the term of this Agreement shall be directed to the County’s designated representative, who may be reached at cleanup@sandovalcountynm.gov.

**5. TERM:**

The term of this Agreement shall become effective on the date of execution by the County and will terminate one (1) year after the date of execution.

**6. INSURANCE AND WARRANTIES:**

Contractor must hold a valid New Mexico Driver’s License and maintain motor vehicle insurance as required by law. Contractor warrants that any vehicle used in performance of the services is safe and in operable condition as required by law. Contractor agrees that it will abide all local, State and Federal laws and ordinances in furtherance of the services under this Contract.

**7. TERMINATION:**

This Agreement may be terminated by either of the parties hereto at any time during the Term. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**8. STATUS OF CONTRACTOR:**

The Contractor is an independent contractor performing services for the County, and is not an employee of the County.

The Contractor shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County.

**9. TAX LIABILITY:**

The Contractor shall be directly responsible for payments to satisfy the Contractor’s obligations under all tax laws of every kind, workers' compensation laws, disability and unemployment insurance laws and the Social Security Act. The County shall not withhold taxes or any other payroll deductions from payments made to the Contractor. Because the Contractor is not an employee of the County, but rather an independent contractor, the County shall report payments made to the Contractor on IRS Form 1099.

**10. ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this Agreement or sign any claims for money due to become due under this Agreement without the prior written approval of the County.

**11. SUBCONTRACTING:**

The Contractor shall not subcontract any portion to be performed under this Agreement without the written approval of the County.

**12. RELEASE:**

The Contractor, upon final payment of any amounts due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

The Contractor agrees not to purport to bind the County to any obligation not agreed to unless the Contractor has expressed written authority from the County to do so, and then only within the strict limitations of that authority.

**13. LIABILITY**

Each party shall be liable for its own acts and omissions hereunder. Neither party shall be responsible for any claim, loss or damage incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement shall, in any event, be subject to the immunities and limitations of the New Mexico Tort Claims Act and the New Mexico Civil Rights Act.

**14. AMENDMENT:**

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

**15. APPROPRIATION:**

It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of resources for appropriations and for obligations, this Agreement is subject to termination by either the Contractor or the County.

The County’s decision as to whether sufficient appropriations are available shall be final.

**16. SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement.

No prior agreement, covenant or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in this Agreement.

**17. APPLICABLE LAW AND VENUE:**

This Agreement shall be governed by the Ordinances of the County of Sandoval and the laws of the State of New Mexico. Venue is proper within the Thirteenth Judicial District Court.

**18. LIMITED WAIVER OF SOVEREIGN IMMUNITY (WHERE APPLICABLE)**

To the extend the Contractor constitutes a Tribal government, official or agent, the Tribal government, official or agent hereby consents to be party to a suit within the jurisdiction of the Thirteenth Judicial District Court for the limited purpose of enforcement of this agreement or any action arising from or related to this agreement.

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**IN WITNESS WHEREOF,** both the County and the Contractor have caused this Professional Services Agreement to be duly executed.

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| --- | --- | --- | --- | --- | --- |
| **CONTRACTOR:** |  |  |  | **SANDOVAL COUNTY:** |  |
| NameTitle  | Date |  |  | Wayne Johnson County Manager | Date |
| **PROCUREMENT REVIEW:** |  |  |  |  |  |
| Cassandra Herrera Finance Director | Date |  |  |  |  |
| **ATTEST:** |  |  |  | **APPROVED AS TO FORM:** |  |
| Anne Brady-Romero County Clerk |  |  |  | Michael Eshleman County Attorney | Date |