

# AGREEMENT

THIS AGREEMENT, entered into the 10<sup>th</sup> day of January, 2014 by and between MJS Consulting herein called the "Contractor" and the City of Gallup, New Mexico, herein referred to as the "City".

1. **SCOPE OF WORK:**

Work to be performed consists of legislative advocacy on behalf of the City during the term of this Agreement. Duties of this scope of work would include the following:

- Lobbying services during the 2014 Legislative Regular Session.
- Lobbying services related to capital outlay directly related to the City.
- Understanding and representing the City's needs to legislators, legislative staff, state officials, or similar individuals.
- Providing prompt, concise, accurate communication between legislators and City.
- Ensure that the City is informed of any legislation that may affect the City.
- Assist as necessary with other City related Legislative initiatives.

2. **PAYMENT:**

Payment for completion of services described in the "Scope of Work" is to total \$12,000.00 plus NM Gross Receipts Tax @ 6.000%.

Invoices will be presented in two (2) equal payments (1-February 10, 2014; 2-March13, 2014). Payment is not contingent on the passage or failure of any legislation identified in Item 1.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from the contract execution date to March 13, 2014 (day following the date that Legislation not acted upon by governor is pocket vetoed).

4. **STATUS OF CONTRACTOR:**

The Contractor, its agents and employees are independent contractors performing professional services for the City and are not employees of the City.

5. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement, releases the 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 the City to any obligations not assumed herein by the City.

6. **CONFIDENTIALITY:**

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

7. **AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The City shall have the option to amend this contract to add additional duties. The amended amount is to be negotiated between the Contractor and the City.

8. **SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 7.

9. **NOTICE OF PROCUREMENT CODE:**

The Contractor understands and agrees the Procurement Code of the State of New Mexico imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

10. **APPLICABLE LAW:**

This Agreement shall be governed by the applicable policies and regulations of the City and the laws of the State of New Mexico.

11. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

**CLIENT:**

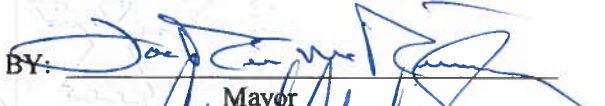
City of Gallup  
Jackie McKinney, Mayor  
110 W Aztec Ave.  
Gallup, NM 87301

**CONTRACTOR:**

MJS Consulting  
Matejka Santillanes  
Joseph (Jay) Santillanes  
Sam D. Ray  
P.O. Box 235  
Socorro, NM 87801

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City of Gallup below:

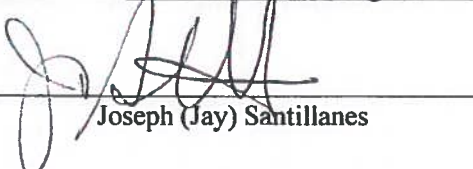
**CLIENT:** CITY OF GALLUP

**BY:**   
Mayor

**Date:** 01/10/14

**ATTEST:**   
City Clerk

**CONTRACTOR:** MJS Consulting

**BY:**   
Joseph (Jay) Santillanes

**Date:** 1-10-14