

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into and effective this 27<sup>th</sup> day of February, 2007. The parties hereto are Socorro County, represented by the Board of County Commissioners of Socorro County (hereinafter referred to as "County"), and the Socorro Amateur Radio Association, represented by Vern Leavitt, President, (hereinafter referred to as "SARA")

**WITNESSETH:**

WHEREAS, the County is authorized by the laws of the State of New Mexico to contract for services in matters concerning the County; and

WHEREAS, during times of emergencies, normal lines of communication may not function, and the health, safety and welfare of the citizens of the County may depend on the ability of the County communicate with & coordinate the efforts of first responders and other emergency personnel, employed by the County or otherwise,

WHEREAS, the County is desirous having an organization provide emergency communications equipment, trained personnel, and an established liaison with the Socorro County Emergency Management Office, to be at the disposal of the County of Socorro during time of emergency; and

WHEREAS, the county recognizes that SARA is the only organization within the County that has the ability to perform the functions of this contract,

WHEREAS, SARA's employment with the County will be as a "Contractor" subject to all reasonable directives of the Board of County Commissioners; and

WHEREAS Contractor, in consideration of being granted contractual status, is willing to

accept as consideration the amount as set out in this agreement,

NOW, THEREFORE, in consideration of the foregoing and of the compensation to be acknowledged as hereinafter set forth and subject to the following terms, covenants and conditions as set out below.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

ARTICLE I—SCOPE OF WORK

SARA's duties will consist of providing expertise, emergency communications equipment and trained personnel in order to establish and maintain an emergency communications center at the Socorro County Annex Building, as well as operate and maintain the County's mobile communications trailer. SARA will make such personnel & equipment available to the County during civil emergencies upon the request of the County Emergency Management Officer, Fire Marshal and/or County Manager in order to coordinate emergency response activities.

ARTICLE II—CONSIDERATION

In consideration for the activities, equipment and personnel provided to the County during emergencies and otherwise, the County will provide SARA the use of a room in the Emergency Operations Center at the Socorro County Annex Building, 198 Neel Ave. in Socorro New Mexico. The County shall provide all utility costs, which include water, sewer, electricity, gas, telephone calls, internet charges, all trash collections and janitorial services.

In further consideration SARA will be allowed to use the room to conduct the normal functions and activities of the organization so long as such activities are in conformance with

State and Federal law and that such activities are in the best interest of the County of Socorro.

### ARTICLE III—CONFLICTS OF INTEREST

SARA will use best efforts to not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required or permitted under this Agreement.

### ARTICLE IV—TERM AND TERMINATION

This Agreement is effective as set out in the first paragraph hereof. The term of this Agreement is for one (1) year and shall automatically renew every year unless written notice of non-renewal is provided by either party to the other party at least thirty (30) days prior to the renewal date, at the addresses set forth at the end of this contract. Further, this Agreement may be terminated for any reason whatsoever, by either party by the giving of written notice of termination to the other party at least thirty (30) days prior to the stated termination date, at the addresses set forth at the end of this contract. This agreement may also be terminated by the execution by the parties of a new agreement.

### ARTICLE V—ASSIGNMENT

SARA shall not assign any claims for money due or to become due under this Agreement without the prior written consent of the County.

### ARTICLE VI—SUBCONTRACTORS

SARA shall not subcontract any portion of the services to be performed under this Agreement unless expressly approved by the County. Payment for any services subcontracted shall be the responsibility of the SARA who shall indemnify and hold harmless the County for any expenses incurred as a result thereof.

#### ARTICLE VII—DISCLAIMER

SARA and its agents, members and employees are independent contractors performing professional services for the County and are not employees of Socorro County or the State of New Mexico. SARA and its agents, members and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of Socorro County or the State of New Mexico as a result of this Agreement.

#### ARTICLE VIII— ACQUIRED EQUIPMENT & PRODUCT OF SERVICE

All equipment purchased by, Federal, State or County funds for use in and for the operation of the emergency operations center shall be and remain the property of Socorro County. All materials, procedures or other matters in which a proprietary interest may exist or which may be developed or acquired by SARA under this Agreement shall become the property of the County and shall be delivered to the County Managers Office not later than seven (7) days after the termination of this Agreement. Nothing produced in whole or in part by SARA under this Agreement shall be subject to an application for copyright by or on behalf of SARA. Equipment or property owned by SARA shall be tagged or otherwise identified and shall not be considered part of this agreement.

#### ARTICLE IX—SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and shall not be

modified in any manner except by an instrument in writing between the parties or their respective successors in interest.

#### ARTICLE X: RECORDS AND AUDIT

SARA shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor.

#### ARTICLE XI: AMENDMENT

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

#### ARTICLE XII: MERGER

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 been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### ARTICLE XIII: PENALTIES

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### ARTICLE XIV: EQUAL OPPORTUNITY COMPLIANCE

SARA agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

opportunity. In accordance with all such laws of the State of New Mexico, SARA agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If SARA is found not to be in compliance with these requirements during the life of this Agreement, SARA agrees to take appropriate steps to correct these deficiencies.

#### ARTICLE XV: APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement.

#### ARTICLE XVI: NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Matejka Ray, County Manager, P. O. Box I, Socorro, NM 87801.

To the SARA: Eric Albrecht, Secretary, 722 N. California St., Socorro, NM 87801.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date first written above.

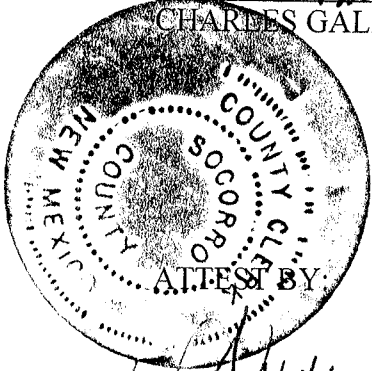
**BOARD OF COUNTY COMMISSIONERS OF SOCORRO COUNTY**

JAY SANTILLANES, CHAIR

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STANLEY HERRERA,  
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PHILLIP ANAYA, MEMBER



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AUDREY JARAMILLO, COUNTY CLERK

**SOCORRO AMATURE RADIO ASSOCIATION**

Vern Leavitt  
Vern Leavitt, President

Glenn Mauger  
Glenn Mauger, Vice-President

Eric Albrecht  
Eric Albrecht, Secretary