

INDEPENDENT CONTRACTOR AGREEMENT

By and Between:
City of Rio Communities
and Sunny505.

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this 24th day of January, 2022, by and between the City of Rio Communities, New Mexico, a municipal corporation (hereinafter referred to as the “City”), and Sunny505, an independent contractor (hereinafter referred to as “Contractor”), in consideration of the mutual promises made herein, as follows:

I. Term of Agreement

This Agreement will become effective on the 24th day of January, 2022 and will continue in effect until the 23rd day of January, 2023. The term may be extended for additional one (1) year terms upon written approval by the Governing Body and is subject to modifications of this original lease.

II. Services to be Rendered by Contractor

Contractor agrees to provide :

- An updated Economic Development Website; and
- Ongoing strategic public relations and media relations outreach.

III. Ownership of Work

Contractor hereby assigns to the City the Contractor’s entire right, title and interest in and to all discoveries and improvements, patentable or otherwise, trade secrets and ideas, writings and copyrightable material, which may be conceived by the Contractor or developed or acquired by the Contractor during the Term of this Agreement, which may pertain directly or indirectly to the services to be rendered by Contractor as described within Section II or any of its subsidiaries, parent company, or affiliates (the “Work Product”). The Contractor agrees to disclose fully all such developments to the City upon its request, which disclosure shall be made in writing promptly following any such request. The Contractor shall, upon the City’s request, execute, acknowledge and deliver to the City all instruments and do all other acts which are necessary or desirable to enable the City or any of its subsidiaries to file and prosecute applications for, and to acquire, maintain and enforce, all patents, trademarks and copyrights in all countries in connection with any component of the Work Product.

IV. Method of Performing Services:

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistants at the Contractor's own expense. The City may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

V. Compensation:

In consideration for the services to be performed by Contractor, the City agrees to pay Contractor five-thousand dollars (\$5,000.00) for the development of an updated Economic Development Website, and ten-thousand dollars (\$10,000.00) for ongoing strategic public relations and media relations outreach plus applicable New Mexico Gross Receipt taxes.

VI. Tools and Instruments:

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

VII. Workers Compensation:

Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

VIII. Insurance:

Contractor agrees to maintain a policy of insurance in the minimum amount of one-million Dollars (\$ 1,000,000) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold the City free and harmless from any and all claims arising from any such negligent act or omission.

IX. Obligations of the City

the City agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

X. Assignment:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City or Contractor without the prior written consent of Contractor and the City.

XI. Termination of Agreement:

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

XII. General Provisions

Notices:

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

the City:

Dr. Martin (Marty) Moore
City of Rio Communities City Manager
360 Rio Communities Blvd,
Rio Communities, NM 87002
mmoore@riocommunities.net

and:

Samuel Chris DeFillippo, Esq.
Robles, Rael & Anaya, P.C.
City of Rio Communities' Attorney
500 Marquette Ave. NW, Suite 700
Albuquerque, NM 87102
(505) 242-2228
Chris@roblesrael.com

Contractor:

Joan Griffin
CEO of Sunny505
119 Dartmouth St. SE
Albuquerque, NM 87106

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by

any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the parties agree that proper venue for any altercations regarding the substance of this Agreement is within Valencia County, New Mexico.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above:

CITY OF RIO COMMUNITIES:

By: _____

Martin Moore, City Manager

SUNNY505.:



By: _____

Joan Griffin, Sunny505 CEO

APPROVED AS TO FORM:

By: 

Samuel C. DeFillippo, City Attorney

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