

**AGREEMENT BETWEEN
OTERO COUNTY AND AMERICAN STEWARDS OF LIBERTY
FOR CONSULTING SERVICES REGARDING ENDANGERED SPECIES
AND FEDERAL LAND USE PLANNING**

THIS Agreement is made and entered into this 1st day of July 2023, by and between the County of Otero, a political subdivision of the State of New Mexico, by and through its' duly elected Board of County Commissioners, hereinafter referred to as "County", and American Stewards of Liberty, hereinafter referred to as "American Stewards".

WHEREAS, Otero County is in need of a consultant to assist the County in dealing with issues involving all aspects of endangered species and Federal land use planning, and

WHEREAS, American Stewards is a non-profit organization that can set fees for services provided to be paid by entities receiving the benefit of those services to help offset the expenses incurred. American Stewards are experts in dealing with Federal and State agencies regarding private property rights, Federal land use planning and the Endangered Species Act, and can assist Otero County with updating the County Comprehensive Plan with regards to property rights issues, endangered species, and prospective endangered species.

WHEREAS, both parties desire to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions contained herein the parties hereto agree as follows:

1. **SCOPE OF WORK.** American Stewards agrees to assist Otero County in dealing with Federal agencies regarding issues involving endangered species and Federal land use planning. This includes but is not limited to developing comments regarding proposed endangered species listing, Federal land use planning, assisting with coordination meetings, advising the County with regards to updating the Comprehensive Plan, and coordinating with other local governments and concerned entities. Additional services for representation of the County, outside of the scope above, will not be paid without the approval of the County Manager.
2. **COMPENSATION.** The County shall pay American Stewards an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per fiscal year. This amount includes gross receipts taxes. The County also agrees to pay for any reasonable travel and other expenses incurred in connection with performing the services expressed herein. Travel and other expenses shall be reimbursed at actual cost and in conformity with County travel policies. American Stewards will submit an invoice with all receipts attached for all travel and other expenses incurred under this Agreement. In instances where American Stewards provides services to Otero County and neighboring counties on projects of shared interest travel expenses will be divided evenly between the counties. American Stewards shall submit invoices to the Otero County Manager all approved invoices will be paid within thirty (30) days of the date received.

3. **TERM.** The term of this Agreement shall begin on July 1, 2023. This Agreement shall remain in full force and effect for one (1) year provided however that this Agreement may be renewed annually for up to four (4) continuous years, and only if funding is available.
4. **TERMINATION.** This Agreement may be terminated by either party hereto, with or without cause, upon sixty (60) days prior to the intended day of termination.
5. **CONTRACTOR STATUS.** American Stewards is an independent contractor performing certain services for the County and is not an employee of the County. As such, American Stewards shall not receive leave, retirement, insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County.
6. **SUBCONTRACTING.** This Agreement is based upon the skill and reliability of American Stewards. American Stewards may not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.
7. **ASSIGNMENT.** American Stewards will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.
8. **RELEASE.** American Stewards' acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its Elected Officials, Officers, and Employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. American Stewards agrees not to purport to bind the County unless American Stewards has express written authority to do so, and then only within strict limits of that authority.
9. **CONFIDENTIALITY.** Any confidential information provided to or developed by American Stewards in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization by American Stewards without the prior written approval of the County.
10. **INDEMNIFICATION.** American Stewards agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the cost of litigation that are asserted by and person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of American Stewards in the performance of this Agreement by American Stewards hereunder, excluding liability due to the willful misconduct or negligent acts of the County or its employees.
11. **MODIFICATION.** This Agreement shall not be modified except in writing by amendment executed by both parties.
12. **ENTIRE AGREEMENT.** The Agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

The County and American Stewards have each caused this agreement to be executed by their duly authorized officers as of the date first written above.

OTERO COUNTY

Vickie Marquardt, Chairman

Date

AMERICAN STEWARDS OF LIBERTY

Margaret Byfield, Executive Director
American Stewards of Liberty

Date

ATTEST:

Robyn Holmes, County Clerk

Date