

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2021, by and between the City of Rio Communities, New Mexico, a municipal corporation (hereinafter referred to as “City” or “Employer”) and Robles, Rael & Anaya, P.C. (hereinafter referred to as “Contractor”).

WHEREAS, the City is in need of legal services with an expertise in local governmental law; and

WHEREAS, Contractor is able to provide such legal services as may be requested by the City.

IT IS, THEREFORE, AGREED THAT:

1. SCOPE OF WORK

- A. The Contractor shall provide legal services to the City, upon the request of the City Manager and his/her designees or the Mayor/Mayor Pro Tem, as needed, until such services are no longer required.
- B. Contractor shall attend City Council Meetings and Administrative Hearings as requested by the City Council or the Mayor/Mayor Pro Tem.
- C. Contractor shall provide the City Council legal advice regarding any and all legal matters associated with the City as requested by the City Council and/or Mayor/Mayor Pro Tem.

2. COMPENSATION

The City will pay the Contractor in the amount of one-thousand, seven-hundred and 00/100 (\$1,700) dollars per month for a total of twenty-thousand, four-hundred and 00/100 (\$20,400) dollars per year. The City will also reimburse Contractor for costs incurred in the provision of professional services, including, but not limited to, mileage, copies and priority mailings. Payment will be prompted by submission of a statement by the Contractor on a monthly basis. The City will pay Contractor within thirty (30) days after receipt of Contractor’s invoice.

3. CITY’S OBLIGATIONS

The City hereby designates the City Manager as the representative of the City. The Contractor’s work may also be assigned by the Mayor or Mayor Pro Tem. The City Manager shall serve as the liaison between the City and the Contractor. This representative shall be available to the Contractor at all reasonable times within the normal working hours of the City. Any questions which arise between the Contractor and the City during the term of this Agreement shall be directed to the City’s designated representative.

4. CONTRACTOR'S OBLIGATIONS

It is the sole obligation of the Contractor to ensure the cost of services under this Agreement do not exceed the amount set forth in paragraph 2 above.

5. TERM AND TERMINATION

This term of this Agreement shall be from July 1, 2021 to June 30, 2022. The Agreement shall become effective on the date executed by all parties. This Agreement may be terminated by either party without cause upon fifteen (15) days written notice to the other party. Notice of termination shall be sent by email or facsimile. If this Agreement is terminated, the Contractor is obligated to submit a final billing to the City within sixty (60) days.

6. STATUS OF CONTRACTOR

The Contractor is not an employee of the City. The Contractor shall not accrue leave, participate in retirement plans, use City vehicles, or participate in any other benefits afforded to employees of the City

7. SUBCONTRACTING

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

8. ASSIGNMENT

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

9. LIABILITY

It is expressly understood and agreed by and between the parties hereto that the Contractor shall hold the City harmless for all losses, damages, claims or judgments on account of any lawsuits, judgments, executions, claims, actions or demands whatsoever resulting from the Contractor's actions or inactions under this Agreement. By signature hereto, Contractor affirms he carries sufficient Professional Liability Insurance to protect the City.

10. RECORDS AND AUDIT

The Contractor shall maintain detailed records of all services performed for the City. Billing or invoices from the Contractor shall contain the task(s) performed and the amount of time spent on each task. The City shall have the right to inspect all records and to audit billings to the City both before and after payment.

11. RELEASE

The Contractor shall, upon final payment of the amount due under this Agreement, release the City, 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 City to any obligation not agreed to unless the Contractor has express written authority from the City to do so, and then only within the strict limitations of that authority.

12. CONFIDENTIALITY

The parties acknowledge they are entering into an attorney-client relationship and the Contractor is bound by the Rules of Professional Responsibility governing attorneys. Any confidential information provided 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. The City acknowledges the attorney-client confidentiality rules governing attorneys may not be waived by the Contractor. The City recognizes that any waiver of confidentiality by the City may be potentially lead to a complete waiver of confidentiality regarding any matter at issue. The City agrees to maintain confidentiality of all communications between the City and the Contractor. The City further recognized the payments to the Contractor are public records under the Inspection of Public Records Act of the State of New Mexico. The billing or invoice details of the Contractor are not public records under the law and shall not be released by the City without agreement by the Contractor.

13. PRODUCT OF SERVICES-COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City upon demand or upon termination of this Agreement. Nothing produced, in whole or in part by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. CONFLICT OF INTEREST

The Contractor warrants it has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement.

15. AMENDMENT

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

16. SCOPE OF SERVICES

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

17. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient funding and authorization made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice to the Contractor. The City’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and not subject to dispute or challenge by the Contractor.

18. APPLICABLE LAW

This Agreement shall be governed by the Ordinances of the City of Rio Communities and the laws of the State of New Mexico

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

CITY OF RIO COMMUNITIES

By _____
Peggy Gutjahr, Mayor Pro Tem

By _____
Marcus Rael
Robles, Rael & Anaya, P.C.

ATTEST:

By _____
Elizabeth F. Adair, Municipal Clerk