

## **PROFESSIONAL SERVICES CONTRACT**

By and Between:  
**City of Rio Communities**  
&  
**Robles Rael & Anaya P.C.**

This contract is hereby made and entered into this 27<sup>th</sup> day of June 2022, by and between the City of Rio Communities, a municipality located and incorporated in the State of New Mexico (hereinafter referred to as “City”) and Robles, Rael & Anaya, P.C., (hereinafter referred to as “Legal Contractor”), a New Mexico Professional Corporation.

WHEREAS, the CITY wishes to retain the legal services of LEGAL CONTRACTOR to act as legal counsel on behalf of the CITY; and

WHEREAS, LEGAL CONTRACTOR agrees to provide such services under the terms and conditions of this professional services contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. Scope of Professional Services: LEGAL CONTRACTOR shall perform professional services on an as needed basis, as hereafter stated;
  - A. Provide legal advice and consultations, including the preparation of oral and written opinions to City Officials and Staff.
  - B. Attend City Council Meetings and periodic special meetings and/or workshops when requested.
  - C. Review and draft contracts and other legal documents as assigned.
  - D. Draft and review proposed City Ordinances, policies, rules and regulations.
  - E. Attend court and administrative hearing appearances on behalf of the City and representation of the City in Planning and Zoning, and personnel matters.
  - F. Draft letters and requests for compliance on violations of City ordinances.
  - G. Represent the City in negotiations with other municipalities, governmental agencies, state agencies, or private entities or individuals as assigned.
  - H. Submit a monthly detailed statement with Legal Contractor billing, describing in sufficient detail the professional services for which the City is invoiced.
  - I. Provide legal representation for the City, its political subdivisions, as well as individual councilors and other municipal employees who may be named as parties in their official capacities in any and all legal actions.

J. Provide other professional legal services and work as assigned.

2. **Contract Term:** This contract shall be effective from July 1, 2022 through until December 31, 2022, unless otherwise terminated pursuant to the termination provision herein. This contract shall not be effective until approved by the City Council and signed by the Mayor. At a mutual desire of the parties, this contract may be extended beyond the termination date on a yearly basis for an additional two (2) years. The CITY has determined that this contract term and the extensions will serve the best interests of the CITY.
3. **Compensation for Professional Services:** the CITY shall pay LEGAL CONTRACTOR for all services under this contract an amount not to exceed \$60,000.00 per year, inclusive of New Mexico gross receipts tax, at hourly and expense reimbursement rates as set out in detail below.

Following July 1, 2022, The City shall compensate the LEGAL CONTRACTOR for legal services as described herein at a rate of \$175.00 per attorney hour plus gross receipts tax and \$60.00 per paralegal hour plus gross receipts tax.

**Expense Reimbursement:** LEGAL CONTRACTOR shall bill the CITY for the actual cost of necessary expenses incurred for depositions, lodging, mileage, food, transcripts and the like. LEGAL CONTRACTOR will bill the CITY and the CITY agrees to pay the actual invoiced cost for photocopies and faxes done by independent contractors.

**Travel:** LEGAL CONTRACTOR will bill the CITY for actual travel time incurred in travel between LEGAL CONTRACTOR'S office and the CITY Offices or other assigned destinations at a rate described above.

4. **Termination:** This contract may be terminated at will, by either party, with or without cause, upon thirty (30) days written notice to either party. Written notice shall be hand delivered or by certified mail return receipt requested to the other party. The notice period will begin effective upon the date of receipt of notice. If LEGAL CONTRACTOR terminates the contract, notice of termination shall include LEGAL CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
5. **Status of LEGAL CONTRACTOR:** LEGAL CONTRACTOR acknowledges that it is an independent contractor and as such, neither it, its employees, agents or representatives shall be considered employees or agents of the CITY nor shall they be eligible to accrue sick leave, retirement benefits, use of CITY vehicles, or any other benefits provided to CITY employees.
6. **Subcontracting:** The LEGAL CONTRACTOR shall not subcontract any portion of the services to be performed under this agreement, without the prior written approval of the

CITY.

7. Assignment: The LEGAL CONTRACTOR shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this agreement without the prior written approval of the CITY.
8. Attorney's Fees: Should either party to the contract be obligated to seek the enforcement of the terms of this contract through a court of law, the substantially prevailing party as determined by any Judge, mediator, arbitrator or Special Master, shall be entitled to its attorney's fees and costs incurred as a result of the breach of this agreement.
9. Entire Agreement: This agreement represents the entire agreement of the parties, and all previous and subsequent oral agreements are incorporated herein. No changes of any kind to the duties of the contractor, the payment schedule by the CITY, or any other matters may be made orally. All such changes must be in writing and authorized by the City Council and by the LEGAL CONTRACTOR.
10. Taxes-LEGAL CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipt's taxes on all monies paid to it under this contract and that the CITY shall have no liability for payment of such tax. LEGAL CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal Government(s) and/or their agencies for income and self-employment taxes required by law and that the CITY shall have no liability for payment of such taxes or amounts.
11. Indemnification-LEGAL CONTRACTOR agrees to hold harmless the CITY from all personal claims for any injury or death sustained by LEGAL CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
12. Release-LEGAL CONTRACTOR agrees that upon final payment of the amount due under this contract, LEGAL CONTRACTOR releases the CITY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
13. Non-Agency-LEGAL CONTRACTOR agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY, unless the LEGAL CONTRACTOR has express written approval from the CITY and then only within the limits of that expressed authority.
14. Confidentiality-Any information learned, given to, or developed by LEGAL CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the CITY.

15. Conflict of Interest-LEGAL CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
16. Non-Discrimination-LEGAL CONTRACTOR agrees that its, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
17. Amendment-This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
18. Work Product-All work and work product produced under this contract shall be and remain the exclusive property of the CITY and LEGAL CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the CITY, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13-1-123(b), NMSA (1978), as amended shall apply. Further, LEGAL CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the CITY.
19. Scope of Agreement-This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understandings(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
20. Applicable law-This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the CITY. The parties to this agreement acknowledge that the Procurement Code Section 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 kick-backs.

**IN WITNESS HEREOF**, the parties have executed this agreement as of the date first written above.

ROBLES, RAEL & ANAYA, P.C.

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MARCUS J. RAEL, JR., MANAGING PARTNER

CITY OF RIO COMMUNITIES

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MAYOR JOSHUA RAMSELL

ATTEST:

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Elizabeth F. Adair, Municipal Clerk

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