

CITY OF SANTA FE

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Rod Thompson ("Contract Attorney"). The date of this Agreement shall be the date when it is executed by the City and the Contract Attorney, whichever occurs last.

1. SCOPE OF SERVICES

A. For consideration set forth in this contract, upon request by the City's Public Defender, the Contract Attorney agrees to perform the following professional legal services:

(1) The Contract Attorney shall represent qualified criminal defendants in the City of Santa Fe Municipal Court and District Court, who have been determined to be eligible for free legal representation pursuant to a valid court order or a finding of eligibility. Such representation shall be provided in a professional, skilled manner consistent with the canons of ethics, case law and applicable rules.

(2) The Contract Attorney shall provide qualified representation to defendants at hearings when the public defender is unable to be present due to absence from the court.

(3) The Contract Attorney shall consult with the defendant at hearings as appropriate and necessary.

(4) Where the client has given consent, the Contract Attorney should communicate with friends and family about matters of public record (i.e., dates of hearings, etc.).

(5) The Contract Attorney shall maintain his business records for one year after the representation is provided.

(6) The Contract Attorney shall not represent defendant(s) when such

representation would present a legal conflict of interest unless the Public Defender or Contract Attorney obtains the prior written approval of the defendant(s). Conflicts should be noted in the file.

(7) The Contract Attorney does not have the right to refuse a particular case or withdraw from a case unless there is an actual conflict of interest. When an actual conflict exists, the Public Defender shall make reasonable attempts to obtain substitute counsel.

(8) If, for any reason, the Contract Attorney is unable or refuses to personally fulfill this contract, the Contract Attorney shall provide the City of Santa Fe with notice of intent to terminate the contract in writing no less than thirty days (30) days before the contemplated date of final service.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen thousand- dollars (\$13,000), plus applicable gross receipts tax. Said compensation includes all job related expenses. Payment shall be made for not to exceed 32 hours of services actually rendered at the rate of eighty-five dollars (\$85) per hour, except with prior approval of the City.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor Attorney. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contract Attorney and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective March 1, 2018 and terminate on June 30, 2019 unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice.

(1) The Contract Attorney shall render a final report of the services performed up to the date of termination.

(2) Compensation is based upon hourly rates and expenses, therefore the Contract Attorney shall be paid for services rendered and expenses incurred through the date Contract Attorney receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contract Attorney and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contract Attorney, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contract Attorney shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by the Contract Attorney in the performance of the services under this Agreement.

8. CONFLICT OF INTEREST

The Contract Attorney warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contract Attorney further agrees that in the performance of this Agreement no persons having any such interests shall be employed. Attorney/client conflict of interest are addressed in the scope of services of this agreement in Article A, paragraph 8 and 10.

9. ASSIGNMENT; SUBCONTRACTING

The Contract Attorney shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contract Attorney shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. This paragraph does not prevent the Contract Attorney from referring a case to another attorney due to an attorney/client conflict, or scheduling conflict as stated in Article A, paragraph 8 of the

Scope of Services.

10. RELEASE

The Contract Attorney, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contract Attorney agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contract Attorney has express written authority to do so, and then only within the strict limits of that authority.

11. INSURANCE

The Contract Attorney shall maintain professional liability insurance throughout the term of this Agreement providing a minimum of one million dollars (\$1,000,000) per occurrence. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Contract Attorney shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

12. INDEMNIFICATION

The Contract Attorney agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against claims, damages, losses or expenses, including attorney fees only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contract Attorney or its officers, employees or agents.

13. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et.

seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contract Attorney. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The Contract Attorney shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contract Attorney shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contract Attorney agrees that the laws of the State of New Mexico shall govern.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contract Attorney shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contract Attorney hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY OF SANTA FE:

CONTRACTOR:

CITY OF SANTA FE
P.O. Box 909
SANTA FE, NM 87504

ROD THOMPSON
300 PASEO DE PERALTA, STE. 206
SANTA FE, NM 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:


BRIAN K. SNYDER, CITY MANAGER

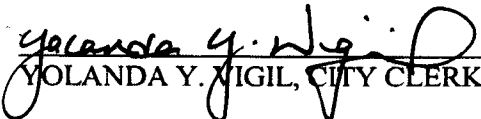

ROD THOMPSON

03/05/2018
DATE

3.2.18
DATE

N.M. Taxation & Revenue
CRS 03-190740-20-7
City of Santa Fe Business
Registration# _____

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY BRENNAN, CITY ATTORNEY

APPROVED:


ADAM JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item: 12003.510200