

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 Ortiz & Zamora, Attorneys at Law, LLC (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide City Attorney services on an interim basis to the City for the term set out below. Such services shall be provided by Geno Zamora, Esq., (Zamora) for up to fifty (50) hours a month, not to exceed twenty (20) hours in any week, unless otherwise agreed to in writing by the parties. As Interim City Attorney, Zamora shall attend all regularly scheduled meetings of the Governing Body, commencing with the April 11, 2018 meeting, together with such other meetings of City Committees and of staff and others as the Mayor, the Chairpersons, and the City Manager shall request, render legal advice and counsel to the Mayor, the City Council and the City Manager, all in accordance with the City Charter and ordinances, and oversee the operations of the City Attorney's Office ("CAO"), such services including, without limitation, presenting the CAO's 2018/2019 budget to the Mayor and City Manager, the Finance Committee, and the Governing Body for approval, and otherwise assisting in the budget process, and reviewing all legislation and contracts for compliance with applicable law. Zamora will coordinate with the City Attorney to transition to his interim role prior to her retirement at close of business on April 11, 2018.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Zamora 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 a rate of \$165 per hour for Zamora's time, for up to 50 hours a month. The City shall not be liable to the Contractor for expenses incurred in the performance of services hereunder such as copying, mileage and per diem, telephone and computer research charges. Zamora will utilize the resources of the CAO in his performance of the services hereunder. Said services shall not exceed Twenty Two thousand Five Hundred and 00/100 Dollars (\$22,500.00), plus gross receipts tax, in total for the term of this Agreement.

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.

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. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by both parties, but in any event no later than Monday, April 2, 2018 and shall terminate at the close of business on the earlier of June 15, 2018 or the day a permanent City Attorney is appointed by the Mayor with the consent of the Governing Body, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

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

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, 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. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

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.

9. CONFLICT OF INTEREST

The Contractor represents that it has no interest that conflicts with the Scope of Work under this Agreement. The City understands that the Contractor may have in the past represented other clients adverse to the City in matters unrelated to the Scope of Work. The City agrees that such past and current representation will not require the disqualification of Contractor in such other matters. The City understands that the Contractor has existing clients, engaged prior to the date of this Agreement, who could foreseeably have interests that are adverse to the City. Zamora represents that he will not engage, on behalf of the City or any such clients, in any matter involving the two interests during the term of this Agreement and will abide by the applicable Rules of Professional Conduct regarding the same. The Contractor represents that it will not, during the term of this Agreement, represent new clients in any matter whose interests are adverse to the City without the City's consent.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, 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 Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

The Contractor shall maintain adequate professional liability insurance. It is the sole responsibility of the Contractor to be in compliance with the law. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's own actions under this Agreement.

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 Contractor. 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 Contractor 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

Contractor 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 Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

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, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor 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:
CITY ATTORNEY'S OFFICE
P.O. BOX 909
SANTA FE, NM 87504

CONTRACTOR:
GENO ZAMORA, ESQ.
ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC
2011 BOTULPH ROAD, SUITE 200
SANTA FE, NM 87505

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

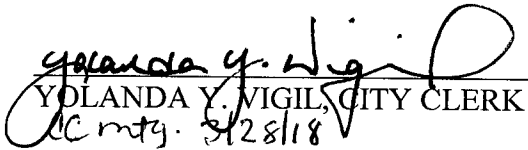
CITY OF SANTA FE:



ALAN M. WEBBER
MAYOR

DATE: 4/3/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/28/18

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4.3.18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

CONTRACTOR:
ORTIZ & ZAMORA
ATTORNEYS AT LAW, LLC


GENO ZAMORA
PARTNER

DATE: 4/3/18