

ZARWIN ♦ BAUM ♦ DEVITO
KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.
ATTORNEYS AT LAW

1543

2015-30

ALAN F. WOHLSTETTER
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November 19, 2014

cmccall@hobbsnm.org

Chief Chris McCall
Hobbs Police Department
300 North Turner
Hobbs, New Mexico 88240

**Re: Representation of City of Hobbs New Mexico Police Department
with Respect to Its Video Surveillance Network**

Dear Chief McCall:

This letter will serve as confirmation of our engagement and describes the basis on which the firm will provide legal services to you.

1. Firm Representation. Our firm will represent the City of Hobbs, New Mexico Police Department with respect to the above-captioned matter. Under the scope of our engagement, we will: (i) draft policies and protocols with respect to the use and storage and release of recorded footage; (ii) draft a Video Sharing Agreement with the School District and other governmental entities as well as private businesses with respect to use of their video surveillance footage; (iii) prepare a Memorandum of Understanding with respect to use of Police Department video surveillance footage by other City departments and agencies; (iv) at the direction of the City Manager and Chief McCall, participate in meetings and conference calls to determine best ways to expand and fund the video surveillance network; and (v) such other matters as you reasonably. I will have primary responsibility for the representation but will utilize other attorneys and paralegals in the office in the best exercise of his professional judgment. Be assured the firm will do our utmost to serve effectively, efficiently and professionally.

2. Keeping Informed. You will be kept well informed as work progresses and receive copies of all relevant correspondence and documents initiated here or received from others. There may be times when I may not be able to speak to you because of meetings or conferences with other clients, possible court appearance or other pressing matters. There will be a response as promptly as possible.

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3. Billing For Services. The firm is to be compensated on an hourly basis which will be billed monthly. In addition to fees for legal services, there may be costs, including, but not limited to, travel, photocopying, long distance telephone calls, non-routine postage, etc. connected with the matter. Such costs will be duly billed. For your information, as a general policy the firm does not advance costs and you may be asked to pay them directly or provide funds for such costs, if relevant.

Payment of the monthly invoice is due upon receipt unless some other arrangements are made. The firm does reserve the right to terminate the attorney/client relationship for non-payment of fees and/or costs.

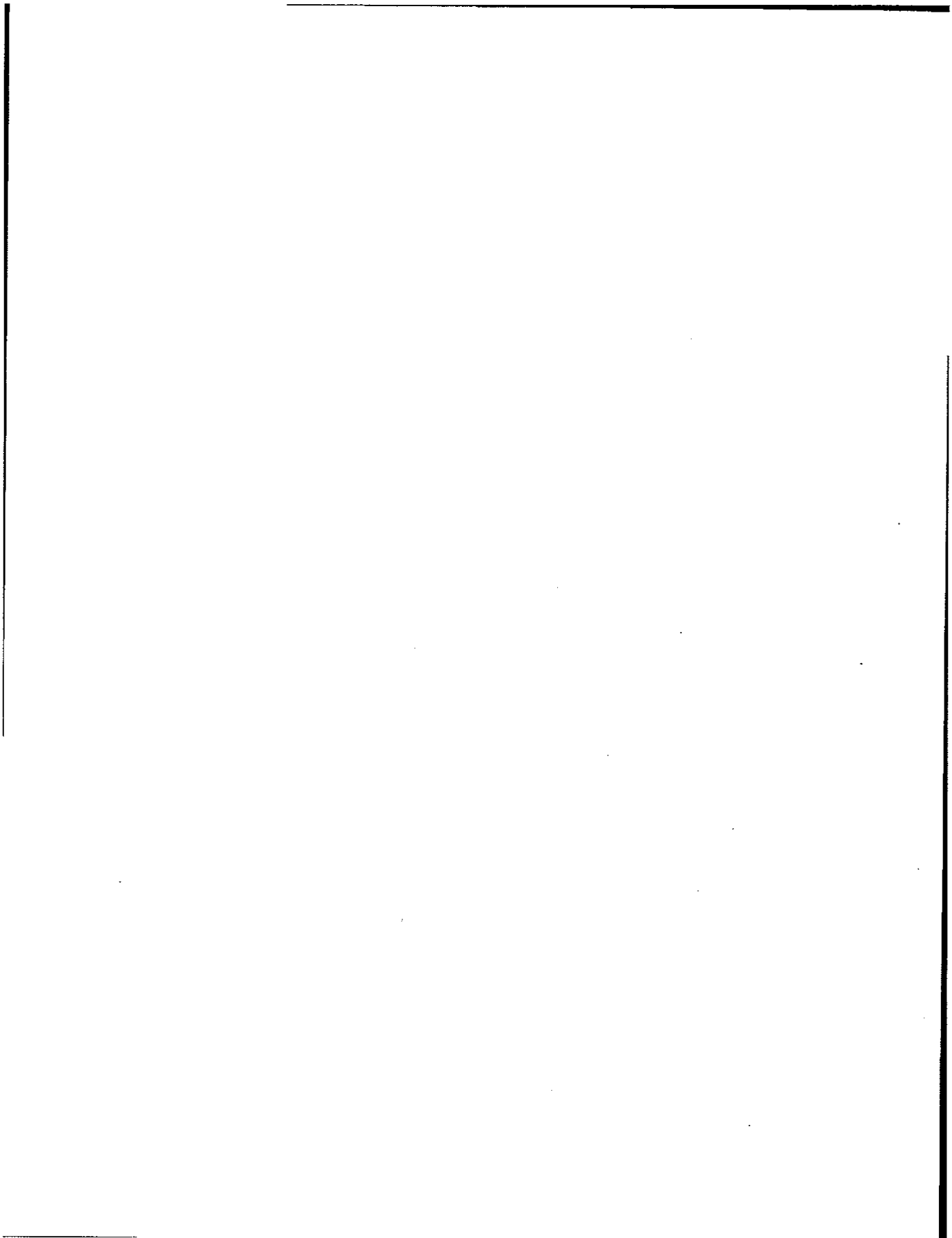
4. Billing Rates. Services are compensated at our standard hourly rates. The time spent in performing services is measured in tenths of an hour (.10 = 6 minutes). Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. The presently hour rate for myself is \$475.00 per hour. The hourly rates of other lawyers who may work on this matter range from \$150.00 to \$400.00. Paralegals are billed at lesser rates. These rates may be modified from time to time. Monthly statements will reflect rates in effect at the time the service was performed. Ordinarily, the firm does not notify clients of changes in rates.

The total fees for this engagement will be capped at \$50,000.00.

The firm's computer system allows us to maintain careful time records and all time will be recorded for billing purposes. The hourly rates include time spent on the telephone, correspondence, travel (portal-to-portal), negotiations, legal research and drafting legal documents. The firm takes into account many factors in billing for services and I will review all statements before they are issued to insure the amount charged is appropriate.

5. Termination. The firm retains the right at all times to terminate services upon written notice to that effect in the event of failure to cooperate with any reasonable request, to timely pay monthly statements in full as submitted, or, if we determine in our reasonable discretion, to continue services would be unethical or impractical.

Even if services are terminated, responsibility for the payment of all fees, costs and expenses for services rendered to the time of termination remains a responsibility. If it becomes necessary to file suit or submit to arbitration for collection of any sums due, there will be an obligation to pay the firm reasonable attorneys' fee as fixed by the Court/arbitrator(s) plus the actual cost incurred in the arbitration.



6. **Acceptance.** If the foregoing terms and conditions accurately summarize and confirm a satisfactory understanding of our attorney/client relationship, please arrange approval and acceptance by dating, signing and returning this engagement letter in the enclosed stamped, self-addressed envelope, together with the requested retainer. If there is a failure to return a signed copy of this letter and our services are accepted, the terms and conditions set forth in this letter shall be deemed to have been accepted.

We appreciate the opportunity to represent you. We will do our utmost to protect your interests.

Very truly yours,

ZARWIN BAUM DEVITO KAPLAN
SCHAER & TODDY P.C.

By: Alan F. Wohlstetter
Alan F. Wohlstetter, Esq.

CITY OF HOBBS, NEW MEXICO

By: J. J. Murphy
J. J. Murphy
City Manager *ACM*

Date: 11/19/14