

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made the 27<sup>th</sup> day of Oct, 2014, by and between the CITY OF HOBBS, NEW MEXICO, a New Mexico municipal corporation located in Lea County, New Mexico, hereinafter referred to as "City," and Wood Law, L.L.C., 726 E. Michigan, Suite 220, Hobbs, New Mexico, 88240 (hereinafter referred to as "Contractor").

1. SCOPE OF WORK:

The Contractor shall provide professional legal services to the City of Hobbs on an as needed basis during the term of the contract.

2. COMPENSATION:

Compensation shall be paid to Contractor at an hourly fee(s) of ONE HUNDRED DOLLARS (\$100.00) PER HOUR plus reasonable expenses and New Mexico Gross Receipts Tax.

3. TERM:

The Term of this Agreement shall be for one year, with the annual option to renew at the end of the Term upon agreement of the parties for up to a maximum of three (3) additional one-year renewal terms.

4. ASSIGNMENT:

Neither City nor Contractor may assign this Agreement, or any interest herein, without prior written approval of the other.

5. INDEMNIFICATION:

The Contractor shall defend, indemnify, and hold harmless the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents.

6. TERMINATION:

This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The parties

understand that continuation of this contract may require a bid process if the intended work exceeds \$50,000.00; therefore, this contract may not be greater than \$45,000.00 without engaging in a formal bid process.

7. CONFIDENTIALITY AGREEMENT:

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.

8. STATUS OF CONTRACTOR:

The Contractor, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. Neither the Contractor, nor its agents and employees, shall 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.

9. BILLING:

Contractor agrees to provide monthly invoices to City indicating her specific work, detailed time involved, and billing amounts.

10. RECORDS AND AUDIT:

Contractor shall maintain detailed records that indicate the 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 billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. INSURANCE:

Contractor is required to maintain Lawyers' Professional Liability Insurance consisting of \$100,000.00 for each claim and \$300,000.00 aggregate and submit proof thereof.

11. GOVERNING LAW:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Contract is governed by the laws of the State of New Mexico and will bind and insure to the benefit of City and the Contractor, their respective successors and assigns. In the event this

matter is litigated, the Court shall award reasonable attorney fees to the prevailing party, notwithstanding in-house counsel represents a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

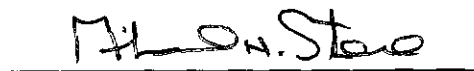
THE CITY OF HOBBS, NEW MEXICO


  
JAN FLETCHER, City Clerk

  
J.J. MURPHY, City Manager

APPROVED AS TO FORM:

CONTRACTOR

  
MICHAEL H. STONE  
City Attorney

  
TARA M. WOOD  
Wood Law, L.L.C.

  
TOBY SPEARS  
Finance Director