

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into on the 9th day of August 2021, by and between the **VILLAGE OF RUIDOSO**, hereinafter referred to as **VILLAGE** and **ZACH COOK, LLC.**, hereinafter referred to as **CONTRACTOR**.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. **Scope of Work and Compensation**

- A) **Basic Legal Services:** Contractor shall provide legal services, including but not limited to the following:
- a. Preparation, review and analysis of ordinances and resolutions
 - b. Analysis of legal issues
 - c. Review and analysis of items on the Council agenda prior to meetings
 - d. Interpretation of existing laws and ordinances
 - e. Preparation, review and analysis of legal documents, letters, responses to tort claims and requests for public records
 - f. Interpretation of existing legal documents, agreements, contracts, etc.
 - g. Attendance at designated public meetings which will include VILLAGE Council. Workshop. Planning and Zoning, Joint Utility Board and Consolidated Dispatch Meetings
 - h. Review, research, analysis and preparation of legal opinions as requested by the Governing Body
 - i. Preparing legal opinions and other legal matters that may, from time to time, come before the Village
 - j. Representation of the Village in Municipal Court and other legal proceedings when necessary
 - k. Monitoring of all District Court cases which are being handled by Special Contract Attorneys and/or Risk Management Attorneys
 - l. Providing legal counsel to staff, members of the Elected Body and members of appointed Committees
 - m. Prepare a monthly report to the Governing Body, giving the current status of any legal action in which, the Village may be involved, including tort claims

- B) **Special Assignments:** Contractor shall provide legal services requested by the Governing Body or the Village Manager for matters not included in the routine legal services as set forth above. Special assignments include litigation in District Court, appellate courts, administrative hearings, and other matters that require extraordinary amounts of time to complete or to develop competency in an area of law that is not implicated in general legal services describe above.
- C) **Right to Contract for Services:** Attorney shall have the authority to retain on behalf of the Village, with Village's prior approval and at the Village's cost, such other professional assistance as is necessary to Attorney in the performance of the Agreement. Such assistance may include the retention of other legal counsel for specialized matters, and experts or professionals in various fields as required in the performance of the Contract.
- D) **Compensation:** The Village shall pay to Contractor for routine legal services required herein as follows:
- a) The Village will pay the Contractor a flat fee of Eleven Thousand and Zero Cents (\$11,000.00) plus gross receipts thereon for monthly services during the term of this Contract.
 - b) One Hundred Fifty Dollars (\$150.00) per hour for Zach Cook plus applicable gross receipts tax for all special assignments describe herein, payable monthly during the term of this Agreement.
 - c) Copies at Twenty-Five Cents. (.25¢) each.
 - d) Mileage at Fifty-Six Cents (.56¢) per mile (subject to adjustment during the term of this Contract to comply with the allowed Federal rate).
 - e) Actual documented expenses for out-of-town trips, seminars, Municipal League meetings, etc., as approved by the Governing Body.
 - f) Rates for out-of-town trips will be at the same rate as provided for hereinabove for routine legal services.
 - g) Legal assistant time will be billed at Sixty-Five Dollars (\$65.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.
 - h) Paralegal time will be billed at Ninety Dollars (\$90.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.
 - i) Contractor reserves the right to subcontract special projects and said subcontracting cost shall be passed on to the Village subject to the prior approval of the Village.

- E) **Payment:** VILLAGE shall pay the CONTRACTOR upon receipt of detailed statement of services, time and charges. Such statement to be submitted by CONTRACTOR to VILLAGE monthly.
- F) **Term:** The initial term of this contract shall be for one year beginning on the **10th day of August 2021** and terminating on the **30th day of June 2022** and shall be renewable annually thereafter for three (3) additional one (1) year terms unless terminated by either party hereto giving thirty (30) days written notice.
- G) **Contract Subject to Review and Amendment Annually:** The parties hereto agree that upon the annual renewal, the fees set forth in this Contract may be amended subject to changes in the cost of services provided and the demand for the services required under this Contract.
- H) **Errors and Omission Insurance:** Contractor agrees to maintain, during the term of the Agreement, Errors and Omissions Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- I) **Status of Contractor:** The CONTRACTOR and his agents, employees and consultants are independent contractors performing professional services for the VILLAGE and are not employees of the VILLAGE.
- J) **Records and Audit:** The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the VILLAGE or its central purchasing office. The VILLAGE shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the VILLAGE to recover excessive or illegal payments.
- K) **Release:** The CONTRACTOR, upon final payment of the amount due under this agreement, releases the VILLAGE, its offices, and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement. The CONTRACTOR agrees on to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written authority to do so and then only within the strict limits of that authority.
- L) **Confidentiality:** Any 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 prior written approval of the VILLAGE.
- M) **Conflicts of Interest:** CONTRACTOR will represent no party against the VILLAGE of Ruidoso and will abide by all Rules of Professional Conduct as set forth in New Mexico Statutes Annotated 1978 Comp., as amended.
- N) **Scope of Agreement:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this

written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid enforceable unless embodied in this Agreement.

O) **Applicable Law:** This agreement shall be governed by the laws of the State of New Mexico.

P) **Miscellaneous:** It is understood and agreed that the VILLAGE reserves the right to:

1. Make special assignments to other attorneys or firms with specialized knowledge on specific subjects.
2. Prescribe assignment formats
3. Determine performance progress monitoring criteria; and
4. Prescribe billing/invoice formats

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the date provided in Paragraph F above.

VILLAGE:

VILLAGE OF RUIDOSO

CONTRACTOR:

ZACH COOK, LLC

By: _____


Lynn D. Crawford, Mayor

By: _____


Zach Cook, President



Ronald L. Sena, Village Clerk