

PROFESSIONAL SERVICES CONTRACT

This Contract is hereby made and entered into by and between the Provisional Government of Santa Teresa, NM, a domestic non-profit corporation of the State of New Mexico and Mary Gonzalez, individually (hereinafter "PGOST and Gonzalez") with NM Local Government Law, LLC (hereinafter "Contractor"). For good and valuable consideration, the parties agree as follows.

1. Scope of Work. Contractor shall provide contract legal services for the PGOST and Gonzalez including legal representation, consultation, and advice in the appeal and related legal proceedings of the Decision of the Board of County Commissioners of Dona Ana County entered on July 13, 2021 denying PGOST's Petition for Incorporation of a Municipality. The legal services shall be directed by PGOST and Gonzalez, or their designee.
2. Compensation. PGOST and Gonzalez shall pay Contractor for all services under this Contract including New Mexico gross receipts tax (GRT), at hourly rates and expense reimbursement rates set out in detail as follows:

1. Hourly Rate: Senior Attorney: \$140.00
Junior Attorney: \$125.00
Paralegal: \$75.00
Travel at the hourly rate plus costs of .56 cents per mile

2. Costs: all necessary costs such as copies, travel expenses on a per diem basis, and filing fees.

Contractor, after providing services, shall invoice PGOST and Gonzalez by delivering an itemized invoice for services delivered by date, description, and time to the PGOST and Gonzalez at the address described below. Within 15 days of receipt of an invoice, PGOST and Gonzalez shall either certify the invoice to for payment or notify Contractor of any defect in the invoice or the work. Within 30 days of receipt of certification for payment, PGOST and Gonzalez shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark date. If PGOST and Gonzalez have tendered a Retainer to the Contractor, the Retainer shall be held in Trust until an invoice has been sent and there are no reported issues with the work or the invoice within 15 days of receipt. Once the invoice is thereby accepted as valid and due and owing, the amount of the invoice shall be paid from the Contractor's Trust Account into Contractor's General Account at any time after the .16th day from the date of billing.

3. Term. This Contract shall be effective from the date last signed by all parties through December 31, 2023, unless terminated or extended pursuant to its terms.
4. Renewal. PGOST and Gonzalez shall have the right, but not the obligation, to extend this Contract if necessary, on the same terms and conditions, including compensation, as exist for the current term and provide Contractor with notice of renewal prior to the end of the current term or any subsequent term.
5. Termination.
The Parties may terminate the Contract with or without cause at any time in their sole discretion by giving written notice to the other party of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof. In any termination by Contractor, the legal services required by the PGOST and Gonzalez shall obligate the Contractor to continue to perform services under the terms of the contract past the 30-day termination period if satisfactory arrangements have not yet been made for PGOST and Gonzalez legal services.

Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3)

calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the PGOST and Gonzalez.

In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

6. Indemnification. Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold PGOST and Gonzalez and their employees, agents, independent contractors and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Contract, whether such damages are based in tort, contract, statute, any other category of law or in equity. Contractor's obligation pursuant to this paragraph is specifically intended to extend to, but is not limited to, all claims for any damages sustained by Contractor, its employees, independent contractors, agents or other representatives while engaged in the performance of this Contract
7. Required Insurance. Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide the PGOST and Gonzalez with a Certificate of Insurance establishing to the PGOST and Gonzalez's satisfaction that all required insurance is in effect for the term of this contract before commencing work.
8. Professional Liability Insurance. Contractor agrees to maintain professional liability insurance in amounts acceptable under industry standards to cover any claims and potential liabilities arising out of Contractor's acts or omissions under this contract.
9. Limitation of Liability. PGOST and Gonzalez shall have no liability to Contractor for any matter relating in any way to the subject matter of this Contract except for the compensation provided for herein, whether such liability is in contract, tort, statute, or any other category of law or in equity. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Contract or for consequential damages.
10. Required Licenses and Permits. Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Contract. Contractor is responsible for obtaining all necessary permits necessary to complete this project.
11. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of PGOST and Gonzalez and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than PGOST and Gonzalez, any such work or work product or copies thereof.
12. Ethical Considerations. Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing shall immediately render this contract voidable at the sole discretion of PGOST and Gonzalez, and, if declared voidable, all obligations of PGOST and Gonzalez to perform hereunder shall be nullified.
13. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the PGOST and Gonzalez.
14. Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall

be considered employees or agents of PGOST and Gonzalez nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to PGOST and Gonzalez employees.

15. Non-Agency. Contractor agrees not to purport to bind PGOST and Gonzalez to any obligation not assumed herein by PGOST and Gonzalez, unless Contractor has express written approval and then only within the limits of that express authority.
16. Worker's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under PGOST and Gonzalez's policy.
17. Taxes. PGOST and Gonzalez acknowledge that Contractor, and Contractor alone, shall be liable to the state and federal government(s) and/or their agencies for income and self-employment taxes required by law and that PGOST and Gonzalez shall have no liability for payment of such taxes or amounts.
18. Records and Audit. Contractor shall keep, maintain and make available, to PGOST and Gonzalez, all records, invoices, bills, etc. related to performance of this Contract for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by PGOST and Gonzalez or its authorized representative or agent, including federal and/or state auditors.
19. Non-Discrimination. Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Assignment and Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without the prior written approval of PGOST and Gonzalez.
21. Remedies for Default or Breach. In the event that either party defaults on any provision of this Contract or otherwise breaches this Contract, the other party shall be entitled but not obligated to pursue any or all of the following remedies:
 - A. File suit and seek all damages or other remedies including injunctive relief allowed by law or equity.
 - B. Terminate this Contract as provided for in the termination section above.
 - C. Provide written notice of the default or breach including a period of time in which to cure the default or breach. If the default or breach is not cured within the allowed time, the party may grant additional time in writing, or pursue any other remedy or remedies provided for in this section.
 - D. Withhold any payments provided for in this Contract until the default or breach is cured.
 - E. The failure of a party to pursue any remedy provided for in this section shall never be the ratification of or acquiescence by a party of the other party's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. A party may pursue none, one, all or any combination of the remedies provided for in this section.
22. Severability. In the event that a court of competent jurisdiction rules that any provision of this Contract is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

23. **Sole Contract.** This Contract including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties. Is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
24. **Survival.** All terms of this Contract that as a practical matter would require actions by either party after the expiration, termination or voiding of this Contract to effectuate those terms, shall survive such expiration, termination or voiding.
25. **Amendment.** This Contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all parties.
26. **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico.
27. **Jurisdiction and Venue.** Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Third Judicial District Court, Dona Ana County, State of New Mexico. Contractor hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.
28. **Release.** Contractor agrees that, upon final payment of the amount due under this Contract, Contractor releases PGOST and Gonzalez from all liability, claims and/or obligations whatsoever arising from the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity.
29. **Contact Information for Parties.** The contact information for the parties to this Contract is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

Provisional Government of Santa Teresa, NM
 John Orton, Registered Agent and Director
 Street Address:
 124 Ivy Hill Court
 Santa Teresa, NM 88008
 Mailing Address:
 P.O. Box 1362
 Santa Teresa, NM 88008


NM Local Government Law, LLC
 Randy M. Autio
 Street and Mailing Address:
 6121 Indian School Road, NE, Suite 202
 Albuquerque, NM 87110
 (505) 889-0983
 randy@nmlgl.com

Mary Gonzalez
 President
 Street Address:
 124 St. Andrews Dr.
 Santa Teresa, NM 88008
 Mailing Address:
 P.O. Box 1362
 Santa Teresa, NM 88008
 915-526-1787
 santateresanm@gmail.com

30. **Authority.** The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

Signed and Agreed:


Provisional Government of Santa Teresa, NM



Mary Gonzalez, President

8-9-21
Date

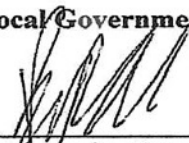
Mary Gonzalez



Mary Gonzalez, Individually

8-9-21
Date

NM Local Government Law, LLC



Randy M. Autio, Owner

8/9/21
Date