

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is hereby entered into on this _____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and SPARKTEK SERVICE, a(n) LLC, whose principal address is Address ("Contractor"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City owns and operates a municipal airport that requires compliance with all applicable Federal Aviation Security (FAA) regulations including those administered by the Transportation Security Administration Security Administration (TSA); and

WHEREAS, the City is responsible for ensuring that appropriate technical service, maintenance and operations support are in place to meet TSA security requirements and to maintain the safe and efficient operation of Airport security system; and

WHEREAS, the Company represents that it is qualified, experienced, and properly equipped to provide such technical services and operational support in accordance with all applicable federal, state, and local laws, regulations and TSA guidelines; and

WHEREAS, The City has determined that it is necessary and, in the best, interest of the public health, safety, and welfare to engage a qualified contractor to provide technical support and operations services related to TSA-required systems and functions at the Airport; and

WHEREAS, the City desires to retain the Company, and the Company desires to be retained by the City, to provide such services under the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration for the mutual covenants contained herein, Contractor and the City agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 1 year (the "Term") and may be renewed annually for ONE (1) year for THREE (3) years. In no case will this contract, including all renewals thereof, exceed a total of FOUR (4) years
2. In consideration for the compensation specified below, hereby agrees to assist the Roswell Director with the ongoing technical support, monitoring, maintenance and operational oversight of specialized airport systems, including but not limited to security screening systems, access control

systems, surveillance systems, communications infrastructure, and other related technical components (collectively, the “Airport Technical Systems”)

3. **SPARKTEK** In consideration for the services provided under this Agreement, the City shall compensate the SparkTek at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for actual hours worked in the performance of the services described herein, provided that the total compensation payable under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) without prior written authorization and a formal amendment to this Agreement approved in accordance with applicable City policies. Company shall invoice the City for work done pursuant to this Agreement as set forth in the proposal, on a monthly basis for services rendered during the preceding month (the Billing Period). The City may reject an invoice for any Billing Period which is not received within 30 days of the end of the Billing Period, in which case the City shall not be liable to pay such invoice. In the event that City objects any invoice, or portion thereof, any reason other than timeliness, the City shall provide a notice there of and 30 days to cure, and shall pay any portions of such invoice to which it does not object. The City shall thereafter pay within 30 days of satisfactory evidence of cure by **SPARKTEK**. The City’s requirement under this Section shall be referred to herein as the “Compensation”.

4. The relationship of **SPARKTEK** to the City shall be that of an independent contractor. Contractor is not and shall not be considered an employee of the City. **SPARKTEK** shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City.

5. This Agreement shall further not constitute the formation of a partnership or joint venture. **SPARKTEK** is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

6. Either Party may terminate this Agreement at any time during the Term by giving 60 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

7. **SPARKTEK** agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys’ fees, that are asserted by any person or entity, to the extent arising out of any

and all acts or omissions of **SPARKTEK**, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

8. **SPARKTEK** agrees to be responsible for all loss or damage from any cause whatsoever to any of his property or equipment. **SPARKTEK** is responsible for providing his own liability and loss insurance coverage for any of his property or equipment and **SPARKTEK** expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

9. This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

10. Notices and other communications under this Agreement must be in writing by regular mail to the following addresses:

CITY OF ROSWELL

Attn: Hessel Yntema

City Manager

P.O. 1838, Roswell, NM 88202-1838

SPARKTEK

Attn: UNKNOWN

Owner

Unknown, Roswell, NM 88201

11. This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **SPARKTEK** shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

14. **SPARKTEK** expressly acknowledges that in entering into this Agreement, he does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

15. **SPARKTEK** expressly acknowledges that he has been advised to seek his own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, SPARKTEK and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this ____ day of _____, 2023, the Effective Date hereof.

“City”

“SparkTek”

CITY OF ROSWELL

SPARKTEK SERVICE, LLC

By: Hessel Yntema
City Manager

By:

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney