

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY,
REGIONAL EMERGENCY COMMUNICATION CENTER
AND LONG, KOMER & ASSOCIATES, P.A.**

This agreement is entered into this 8th day of September, 2026, between **Santa Fe County, Regional Emergency Communication Center** ("RECC"), and **Long, Komer & Associates, P.A.**, P.O. Box 5098, Santa Fe, NM 87502 (the "Contractor").

WHEREAS, the RECC requires the services of independent legal counsel on matters as directed by the RECC and the RECC Director; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, the County issued Request for Proposal (RFP) No. 2027-0012-RECC/BM to procure professional legal services from a qualified attorney or legal firm to provide legal assistance to the RECC; and

WHEREAS, the County determines that the Contractor is a qualified offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR'S SERVICES

Provide general legal services to the RECC including, without limitation, general legal assistance, contract review, legal advice concerning organization, powers and duties, employment issues, liability issues, and general representation of the RECC before all federal and state courts and agencies. Attend all meetings of the RECC Board of Directors and other meetings such as meetings of the Santa Fe Board of County Commissioners and the Santa Fe City Council. Provide litigation representation and monitor and provide oversight of litigation in cases when necessary. Participate in meetings with the RECC Director at least once a month or as requested or required. And maintain licensure in good standing with the New Mexico State Bar and federal court throughout the term of this Agreement.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Contractor's Services) will be completed in full, to the satisfaction of the RECC, in accordance with professional standards and for the amount set forth in Section 3 (Compensation and Invoicing) of this Agreement and for no other cost, amount, fee or expense.

B. The RECC may from time to time request changes in the Contractor's Services. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the RECC and the Contractor, must be incorporated in a written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the term of this Agreement will not exceed **\$120,000.00**, *inclusive* of NM GRT. Contractor's hour rates are as follows:

<u>Staff Member</u>	<u>Hourly Rates</u>
Senior Partners	\$285.00
Partners	\$265.00
Associates	\$265.00
Paralegals	\$170.00

All other costs will be submitted to the RECC for approval and passed through at cost.

B. Contractor will submit quarterly status reports to the RECC regarding the status of any litigation and all legal matters including related expenditures for which the Contractor has provided legal services under this Agreement. Contractor will provide copies of all pleadings and correspondence produced by the Contractor and received by the Contractor in connection with any litigation or legal matter engaged in by the Contractor under this Agreement.

C. The Contractor will submit a written request for payment to the RECC once a month. Contractor's request for payment shall contain an itemized statement of the services performed and the expenses incurred.

D. Payment under this Agreement will not foreclose the right of RECC to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). The RECC has the option to extend the term of this Agreement in one year increments not to exceed four years total. The parties may agree to extend the term by written amendment.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience. The RECC may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must

state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The RECC will pay the Contractor for acceptable services performed before the effective date of termination. The RECC will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of Directors of the RECC. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the RECC to the Contractor. Such termination shall be without penalty to the RECC, and the RECC shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement after the date of termination. The RECC is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the RECC. The RECC's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

Contractor is an independent contractor providing legal services to the RECC and not an employee of the RECC or Santa Fe County. Accordingly, the Contractor and its agents shall not accrue leave, participate in retirement plans, or use the RECC or Santa Fe County vehicles, or participate in any other benefits afforded to employees of the RECC or Santa Fe County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the RECC. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the RECC. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the RECC or Santa Fe County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the RECC, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY OF COUNTY INFORMATION; CONFIDENTIALITY OF CONTRACTOR'S RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the RECC and that may be provided to or developed by the Contractor for the RECC as part of the Contractor's services under this Agreement, will be kept confidential and will not be made available to any individual or organization by the Contractor without the prior written approval of the RECC.

Contractor acknowledges that the RECC may be required to disclose certain of the Contractor's information or records that the Contractor considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the RECC receives an IPRA request for information that the Contractor has designated as confidential, the RECC will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the RECC, and the RECC may not withhold records solely because the Contractor labels them as such. The RECC reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the Contractor fails to timely substantiate its claims of confidentiality, the RECC may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the RECC denies inspection of records at the Contractor's written request, the Contractor agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The RECC has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the RECC will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the RECC as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment

under this Agreement; (ii) allow the RECC or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the RECC or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the RECC and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The RECC may control and participate in the defense of any demand, suit, or cause of action that relate to the RECC. No matter will be settled without the RECC's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The RECC: RECC
Attn: Roberto J. Lujan, RECC Director
35 Camino Justicia
Santa Fe, NM 87508
(505)992-3096
rjlujan@santafecountynm.gov

The Contractor: Long, Komer & Associates, P.A.
Attn: Nancy Long, Attorney
P.O. Box 5098

Santa Fe, NM 87502
(505)982-8405
nancy@longkomer.com

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

- A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.
- B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.
- C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

- A. General. The Contractor must submit evidence of insurance as is required in this section. The Contractor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.
- B. Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Contractor's insurance must include coverage for all services and work performed for the RECC under this Agreement; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be a named an additional insured on the Contractor's policy.
- C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY



Roberto J. Lujan
Santa Fe RECC Director

Date: 09/08/2026

CONTRACTOR – Long, Komer & Associates, P.A.:


Nancy Long, President

Date: 9-8-26