

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY AND
DAVIS MILES, PLLC
TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT is made and entered into this 9th day of September 2026, between **Santa Fe County** (the "County"), and **Davis Miles, PLLC**, 2440 Louisiana Blvd. NE, Suite 300, Albuquerque, New Mexico (the "Contractor").

WHEREAS, the County and TWG Development, LLC are working to develop a 53-unit affordable housing project on the County-owned Camino de Jacobo Development Site, and the County seeks to hire the Contractor to provide specialized legal services for the review, negotiation, and preparation of the partnership, ground lease, loan, indemnity, and other closing documents associated with the Project's 4% and 9% Low-Income Housing Tax Credit financing; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-125 (B) (Small purchases) the County issued Letter of Interest (LOI) No.2027-0051-ATT; and

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

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties agree as follows:

1. CONTRACTOR'S SERVICES

At the discretion of the County Attorney or the County Attorney's designee, Contractor will provide the following legal services:

- 1- Assist the County with the review and negotiation of the Amended and Restated Agreement of Limited Partnership.
- 2- Assist the County with the review and negotiation of any long-term ground lease.
- 3- Review the New Mexico Mortgage Finance Authority-prescribed form of Right of First Refusal Agreement and negotiate any modifications permitted by the prescribed form.
- 4- Assist the County with the review and negotiation of loan documents.
- 5- Assist the County with the negotiation and drafting of indemnity and other agreements with TWG Development, LLC governing the co-general partner relationship.
- 6- Prepare County authorization resolutions for the transaction.

2. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the term of this Agreement will not exceed **\$20,000.00**, *exclusive* of NM GRT.

Contractor will be compensated at an hourly rate of \$360.00 for attorney services and \$150.00 for paralegal services. The parties estimate that the services will require approximately 40 attorney hours and 10 paralegal hours, for an estimated total of \$15,900.00. These hours are estimates only and do

not guarantee any minimum amount of work or payment. Contractor will not incur or invoice any additional expenses without the County's prior written approval. In no event will the total compensation and approved expenses payable under this Agreement exceed \$20,000.00, exclusive of applicable New Mexico gross receipts taxes.

B. Upon receipt of a properly documented request for payment, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until it issues written certification accepting the services.

- 1) The County's representative for certification of acceptance or rejection of and services is Walker Boyd, Santa Fe County Attorney, jwboyd@santafecountynm.gov, (505) 992-9823, or such other individual as may be designated in the absence of the County representative.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the accepted and unpaid portion of the invoice. If the County does not issue payment within thirty (30) days after certification, the County will pay a late-payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

3. 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 parties may agree to extend the term by written amendment.

4. 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 of the County. The County 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 County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

7. 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 County. 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 County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

C. The County acknowledges that the Contractor will use the services of subcontractors for certain services listed in section 1 (Contractor's Services).

8. CONTRACTOR'S PERSONNEL

A. All services performed under this Agreement will be performed by the Contractor and the Contractor's approved subcontractors, and under the Contractor's supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) will not be employees of or have any contractual relationships with the County and (ii) must be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform the services.

9. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from or relating to this Agreement.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor or Contractor's subcontractors in the performance of this Agreement must be kept confidential and will not be made available to any individual or organization by the Contractor or subcontractors without prior written approval of the County.

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

A. The County 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 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 County will own such copyright.

12. 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.

13. 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.

14. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties concerning the subject matter, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement, or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

15. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 13-1-28 through 199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks

16. EQUAL OPPORTUNITY COMPLIANCE

A. The Contractor will abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor agrees not to 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 and agrees that failure to comply with this Section will constitute a material breach of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor will comply with all applicable laws, ordinances, and regulations.

B. Contractor will comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement will be construed in accordance with the substantive laws of the State of New Mexico without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

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 County as part of the procurement process, the Contractor agrees to (i) maintain such books and records in accordance with Santa Fe County's records retention schedule and dispose of such records in accordance with the disposition of public records process in effect for Santa Fe County at the time of disposition of those records; (ii) allow the County 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").

In the event the County receives a request for Santa Fe County public records in the possession of Contractor, the County Attorney's Office will coordinate with the Contractor so that the Contractor can provide the County Attorney's office with the responsive documents in compliance with the Inspection of Public Records Act.

The Contractor will retain records generated under this Agreement for a time period compliant with the County's current Records Retention Schedule. That schedule is currently established by Santa Fe County Resolution No. 2013-60. Currently litigation files must be maintained for ten years following the completion of the case. Upon the expiration of the applicable records retention period, the County

will write to the Contractor to advise that the retention period has expired. The Contractor will cooperate with the County to provide the records to the County in their native format so that Santa Fe County can send out notices required prior to destruction of public records, and comply with any destruction requirements then in effect pertaining to destruction of records.

19. SEVERABILITY

If any term or condition of this Agreement is held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable.

20. NOTICES

All notices required to be given to the County under this Agreement must be mailed (pre-postage paid) to:

Santa Fe County
Attn: Walker Boyd, Santa Fe County Attorney
PO Box 276
102 Grant Ave.
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement must be mailed (pre-postage paid) to:

Davis Miles, PLLC
Attention: Dan Pick, Partner
2440 Louisiana Blvd. NE, Suite 300
Albuquerque, New Mexico 87110

The Contractor may provide notices such as case and client updates via e-mail as an alternative to mail.

21. CONTRACTOR'S REPRESENTATIONS

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement.

C. Contractor represents and warrants that it has completed diligent inquiry within its offices and conducted a search of other clients to determine whether Contractor's performance of the Contractor's Services under this Agreement might create a potential conflict of interest with any other clients.

22. FAX AND ELECTRONIC SIGNATURE

The parties agree that a fax or electronic signature has the same force and effect as an original for all purposes.

23. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and does not create any rights in any person who is not a party.

24. INSURANCE; INDEMNIFICATION

A. General Conditions. The Contractor will submit evidence of insurance as is required below. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor and all subcontractors shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance must include coverage for all operations performed for the County by the Contractor or subcontractor; 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. The County of Santa Fe must be a named additional insured on each policy.

C. Workers' Compensation Insurance. The Contractor and subcontractors will comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, as amended), the Contractor will increase the maximum limits of any insurance required herein.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

F. Indemnification. Contractor shall indemnify and hold the County, its elected officials, agents and employees harmless from any liability arising with respect to this Agreement.

25. PERMITS, FEES, AND LICENSES

Contractor will procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

26. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Contractor. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement is final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

27. NEW MEXICO TORT CLAIMS ACT

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

28. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

29. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS.

The Contractor appoints Justin Kaufman, Durham, Pittard, & Spalding L.L.P., 125 Lincoln Avenue, Suite 402, Santa Fe, New Mexico 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent will have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

30. SURVIVAL

The following provisions will survive termination of this Agreement: CONTINGENT FEE COMPENSATION; COSTS AND EXPENSES; RECORDS AND INSPECTION; RELEASE; CONFIDENTIALITY, PUBLICATION AND USE OF MATERIAL; COMPLIANCE WITH LAW APPLICABLE LAW; INSURANCE; NO THIRD-PARTY BENEFICIARIES; APPROPRIATIONS AND AUTHORIZATIONS; APPOINTMENT OF AGENT FOR SERVICE OF PROCESS; AND SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature by the parties below.

SANTA FE COUNTY:

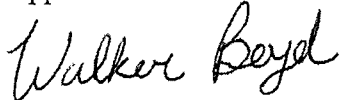


Gregory S. Shaffer
Santa Fe County Manager

9/9/2026

Date

Approved as to form:



Walker Boyd
Santa Fe County Attorney

9/9/2026

Date

CONTRACTOR - DAVIS MILES, PLLC



9/9/26

Date