BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 5 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246

THIS AMENDMENT NO. 5 (the "Amendment") to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the "Agreement") is made between the Buckman Direct Diversion Board ("BDDB") and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. **COMPENSATION**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Forty Thousand Dollars ($240,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed One Million Thirty-Eight Thousand dollars, (1,038,000.00) plus applicable gross receipts tax.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually preformed.

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on March 6, 2023.

3. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this amendment, the Agreement remains, and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment NO. 5 to the Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
BDDB Chair Carol Romero-Wirth

Date: Jul 28, 2022

CONTRACTOR
Long, Komer & Associates P.A.

Signature: Nancy R. Long

Printed Name: Nancy R. Long

Title: President

Date: 05/12/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 11, 2022 16:08 MDT)
Senior Assistant City Attorney

New Mexico Tax & Revenue

CRS#_____

City of Santa Fe Business

Registration#_____

APPROVED FOR FINANCES:

Alexis Lotero (Aug 3, 2022 21:43 PDT)
Finance Director

ATTEST

Kristine Bustos-Mihelcic, COSF Clerk XIV

ITEM # 19-0246

BUCKMAN DIRECT DIVERSION BOARD

LEGAL SERVICES AGREEMENT
WITH
Long, Komer & Associates, P.A.

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB) and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDB.

1. SCOPE OF SERVICES

The Board seeks to use an independent contractor, qualified attorney to service as legal counsel for the Board on matters related to the Board's provision of regional water resources through the Buckman Direct Diversion ("BDD") Project. The required legal services will cover, but are not limited to, general issues and concepts related to public body organizational powers and duties, public policy review, contracting, opinion and agreement drafting and negotiations, utility management and liability issues, and representation of the entity before federal and state courts and governmental agencies.

A. The Contractor shall perform the following under the professional services agreement as stated:

(1) Serve as legal counsel to the BDD Board at the direction of the BDD Board and/or management;

(2) Provide legal support services to the BDD Board, with particular reference to matters of administrative law, at all public BDD Board meetings and hearings;

(3) Represent the Board in litigation not covered by insurance and in administrative matters,

(4) Provide legal advice on state and federal permitting such as, but not limited to; 1) the Environmental Impact Statement (EIS) for the BDD Project, 2) NEPA 3) the Biological Opinion covering the Project, and 4) NPDES permitting for the Project;

(5) Advise and represent the BDD Project on the public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;

(6) Advise and represent the BDD Board on legal matters related to Project funding, operations, construction, warranty, repair and replacement, other residual issues on existing contracts, and management plans as directed by the Board;

(7) Prepare written opinions, resolutions, contracts, and other documents necessary to assist the Board with implementation, operation and management of the BDD Project as directed by the Board;

(8) Attend all Board meetings and relevant meetings of the Governing Body of the City of Santa Fe; the Board of County Commissioners, and BDD Project Staff meetings;

(9) Brief BDD Project Partners' officials and staff members, as director by the BDD Board; and

(10) Perform other duties as may be directed by the BDD Board or PUD Director or designee.

2. STANDARD OF PERFORMANCE; EXPERTISE; LICENSES

A. The Contractor must possess the personnel, experience and knowledge necessary to perform the services described in the scope of work of this Agreement. Desired expertise includes a minimum of seven (7) years in the practice of law with practice area experience including, but not limited to, local government law or other agency representation, government

contracting and transactional law, general litigation, and negotiations. Preferred expertise in areas of environmental, construction, corporate, employment and/or property law will be considered in the determination of qualifications. The Contractor must be licensed to practice law in the State of New Mexico, and must obtain and maintain all applicable business and professional license and registration required by law.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The total compensation to be paid under this Agreement for the first year of the term shall be Two Hundred Sixty Five Thousand Dollars ($265,000) plus applicable gross receipts tax as outlined in Exhibit A attached hereto.

- Fiscal Year 2018-2019, Eighty Five Thousand Dollars ($85,000)
- Fiscal Year 2019-2020, One Hundred Sixty Thousand Dollars ($180,000)

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Detailed invoices for services will be made on a monthly basis.

D. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

E. No Travel or per diem shall be paid by the Board under this Agreement. All costs of travel or per diem for the Contractor or the Contractor's staff are the sole responsibility of the Contractor.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDB to Contractor. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate on March 31, 2020. This agreement may be extended in one (1) year increments by amendment to this Agreement in accordance with Paragraph 18, AMENDMENT, herein and contingent upon satisfactory performance and funding availability. In no event, however, shall the term of this Agreement, including any and all extensions, exceed four (4) years from the date of last signatory to this initial agreement.

6. TERMINATION

A. This Agreement may be terminated by the BDDB upon 10 days written notice to the Contractor. In the event of such termination:

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDB original copies of all work product, research or papers prepared under this Agreement.

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of

such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its subcontractors, agents and employees are independent contractors performing professional services for the BDDB and are not employees of the BDDB. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with the City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential 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 Contractor without the prior written approval of the BDDB.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDB. The Contractor shall not subcontract any portion of the services to be performed under this Agreement (other than as contained in the Contractor's proposal for services) without the prior written approval of the BDDB.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, the City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, the Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. The Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and the Contractor shall submit, copies of any policy upon

reasonable request by the BDDB; (ii) obtained BDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

B. Further, the Contractor shall not modify any policy or endorsement thereto which increases the BDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	$1,000,000
Products/Completed Operations Aggregate Limit	$1,000,000
Personal Injury Limit	$1,000,000
Each Occurrence	$1,000,000

(2) **Automobile Liability.** For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and

effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than $1 million per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than $1,000,000 per claim and $1,000,000 annual aggregate. The Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) **Workers' Compensation.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.**

Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractor's insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the BDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.**

All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDB. The BDDB will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.**

All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDB.

(a) The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDB's exposure to loss.

(b) Before performing any Professional Services, the Contractor shall provide the BDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDB reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDB. The BDDB will reimburse Contractor for the cost of the additional premium

for any coverage requested by the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) The Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of the Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDB and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. The Contractor shall conform with and participate in the Document Control policies of the BDDB or the City of Santa Fe. The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to the Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDB:

Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506

CONTRACTOR: Long, Komer & Associates
2200 Brothers Road
PO Box 5098
Santa Fe, NM 87502

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Peter Ives, BDDB Chair

Date: 3/7/19

APPROVED AS TO FORM

_____ FOR _____
Erin K. McSherry, City Attorney

APPROVED

See Attached
Mary T. McCoy, City Finance Director

ATTEST

_____
City Clerk

File Date: 4-4-19

CONTRACTOR:
Long, Komer & Associates

Signature: _____

Printed Name: Nancy R. Long

Title: Partner

Date: 3-19-19

NM Taxation & Revenue
CRS # ~~85-035-3074~~
02075049008

City of Santa Fe Business
Registration # 19-00058116

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Peter Ives, BDDB Chair

Date: 3/7/19

CONTRACTOR:
Long, Komer & Associates

Signature: _____

~~Printed Name:~~ Nancy R. Long

Title: Partner

Date: 3-19-19

NM Taxation & Revenue
CRS # ~~85-035-3074~~ 02075049008

City of Santa Fe Business
Registration # 19-00058116

APPROVED AS TO FORM

_____ for
~~Erin K. McSherry, City Attorney~~

APPROVED

_____
Mary T. McCoy, City Finance Director

ATTEST

_____
City Clerk

File Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Exhibit A

Fee Schedule

The BDD Board shall pay compensation to the Contractor based upon hourly rates for provision of legal and administrative services. Such services shall be tracked and billed in one-tenth (0.01) hour increments to be paid as follows:

- The following attorneys shall be paid as hourly rate as stated:
    - Nancy R. Long, Partner $190
    - Jonas M. Nohoum Associate $165
    - Vicki R. Marco, Certified Paralegal $100
    - Jane M. Clifford, Certified Paralegal $100
    - Kyle Harwood, Partner $190
    - Brittany Gaume, Paralegal $100

Any services performed by Virtue & Najjar will be at the Partner rate.

Invoices shall be submitted to BDD Financial Manager and should include the following detailed information:

i) Dates
ii) Attorney
iii) Description of billed services
iv) Number of billed hours
v) Hourly rate
vi) Total Fees
vii) NM Gross Receipts Tax

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246

THIS AMENDMENT No. 1 (the "Amendment") to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the "Agreement") is made between the Buckman Direct Diversion Board ("BDDB") and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. **COMPENSATION**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Seventy Thousand Dollars ($249,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. The total compensation to be paid under this Agreement for the second year of the term shall not exceed Five Hundred Fourteen Thousand Dollars ($514,000.00) plus applicable gross receipts tax.

- Fiscal Year 2018-2019, Eight Five Thousand Dollars ($85,000.00)
- Fiscal Year 2019-2020, One Hundred Eighty Thousand Dollars ($180,000.00)
- Fiscal Year 2020-2021, Two Hundred Forty Nine Thousand Dollars ($249,000.00)

3.

Except as specifically provided in this amendment, the Agreement remains, and shall remain in full force and effect, in accordance with its terms.

By: JoAnne Vigil Coppler
JoAnne Vigil Coppler, BDDB Chair

Date: 6/04/2020

Marcos Martinez
Marcos Martinez [June 2, 2020 08:44 MDT]

Mary T McCoy, City Finance Director

ATTEST:

& Associates P.A.

Signature: see next page

Printed Name: _____

Date: _____

New Mexico Tax & Revenue
CRS #02-075049008

City of Santa Fe Business
Registration #20-00058116

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to be retroactive from March 31, 2020 and extend the term to terminate on June 30, 2021.

3. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this amendment, the Agreement remains, and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: see previous page
JoAnne Vigil Coppler, BDDB Chair

Date: _____

CONTRACTOR:
Long, Komer & Associates P.A.

Signature: Nancy Long

Printed Name: Nancy R. Long

Title: Partner

Date: 7-1-2020

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 9, 2020 08:44 MDT)
Senior Assistant City Attorney

New Mexico Tax & Revenue
CRS #02-075049008

APPROVED FOR FINANCES:

Mary McCoy
Mary T McCoy, City Finance Director

City of Santa Fe Business
Registration #20-00058116

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

File Date: 8/21/2020 XIV

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
LEGAL SERVICES AGREEMENT
WITH LONG, KOMER & ASSOCIATES, PA
#19-0246

THIS AMENDMENT No. 2 (the "Amendment") to the Legal Services Agreement, dated March 7, 2019, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Long Komer & Associates P.A. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Twenty Thousand Dollars ($20,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed Five Hundred Thirty Four Thousand Dollars ($534,000.00), plus applicable gross receipts tax.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement, Amended 1, has extended the term to terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Professional Services Agreement as of the dates set forth below.

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SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: JoAnne Vigil Coppler
JoAnne Vigil Coppler (Jan 25, 2021 15:17 MST)

JoAnne Vigil Coppler, BDDB Chair

Date: _____

CONTRACTOR:
Long, Komer & Associates P.A.

Signature: Nancy R. Long

Printed Name: an y n

Title: ar n r

Date: January 26, 2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 25, 2021 08:54 MST)

Senior Assistant City Attorney

New Mexico Tax & Revenue

CRS # 02075049008

City of Santa Fe Business

Registration # 58116 (#20-00058116)

APPROVED FOR FINANCES:

Mary McCoy

Mary T. McCoy, City Finance Director
8000801.510200 AL
AL

ATTEST:

Kristine Mihelcic (Feb 4, 2021 10:12 MST)

Kristine Bustos-Mihelcic, City Clerk

File Date: Feb 4, 2021 XIV
XIV

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 3 TO
LEGAL SERVICES AGREEMENT
WITH LONG, KOMER & ASSOCIATES, P.A.
#19-0246

THIS AMENDMENT NO. 3 ("Amendment") to the Legal Services Agreement dated March 7, 2019, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal services, acting in the capacity of legal counsel for the BDDB.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB and Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifteen thousand dollars ($15,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed five hundred forty-nine thousand dollars ($549,000.00) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is amended to extend the term to terminate on June 30, 2022.

3. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDB Chair

Date: Jun 4, 2021

ATTEST

_____
Katherine E. Clark, Santa Fe County Clerk

File Date: _____

CITY ATTOREY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2021 11:21 MDT)
Senior Assistant City Attorney

APPROVED FOR FINANCES:

Mary McCoy
Mary McCoy, Finance Director

ATTEST

Kristine Mihelcic
Kristine Mihelcic (Aug 23, 2021 16:33 MDT)
Kristine Bustos-Mihelcic, City Clerk XIV
XIV

CONTRACTOR
Long, Komer & Associates P.A.

Signature: Nancy R. Long

Printed Name: Nancy R. Long

Title: President

Date: 6-9-2021

New Mexico Tax & Revenue

CRS# 02-075049-00-8

City of Santa Fe Business Registration# 58116

COUNTY CLERK SANTA FE COUNTY KATHARINE E. CLARK NEW MEXICO

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 4 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246

THIS AMENDMENT NO. 4 (the "Amendment") to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the "Agreement") is made between the Buckman Direct Diversion Board ("BDDB") and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. **COMPENSATION**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Forty Thousand Dollars ($249,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed Seven Hundred Ninety Eight Thousand dollars ($798,000.00) plus applicable gross receipts tax.

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2022.

3. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this amendment, the Agreement remains, and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDB Chair

Date: _____

ATTEST

_____
Katherine E. Clark, Santa Fe County Clerk

File Date: _____

CONTRACTOR
Long, Komer & Associates P.A.

Signature: Nancy R. Long

Printed Name: Nancy R. Long

Title: _____

Date: 9/16/2021

New Mexico Tax & Revenue

CRS#_____

City of Santa Fe Business Registration#_____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 29, 2021 14:31 MDT)

Senior Assistant City Attorney

APPROVED FOR FINANCES:

Mary McCoy

Mary McCoy, Finance Director

ATTEST

Kristine Mihelcic

Kristine Bustos-Mihelcic, City Clerk XIV

XIV

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDB Chair

Date: 7/6/21

ATTEST

_____
Katharine E. Clark, Santa Fe County Clerk

File Date: 07/06/21

CONTRACTOR
Long, Komer & Associates P.A.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS#_____

City of Santa Fe Business

Registration#_____

CITY ATTORNEY'S OFFICE:

_____
Senior Assistant City Attorney

APPROVED FOR FINANCES:

_____
Mary Mccoy, Finance Director

ATTEST

_____
Kristine Bustos-Mihelcic, COSF Clerk