

STATE OF NEW MEXICO

Legislative Council Service

Agreement for Professional Services

This Agreement for professional services ("Agreement") is entered into in accordance with the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and pursuant to the Request for Proposals for Legal and Support Services issued by the Legislative Council Service ("LCS") on March 13, 2026 ("RFP"). This Agreement is made between the LCS, an agency of the legislative branch of the State of New Mexico ("State"), on behalf of the House of Representatives' Special Investigatory Committee (Committee) authorized pursuant to House Resolution 1 (2026), and Fadduol, Cluff, Hardy & Conaway, P.C. ("Contractor").

In consideration of their mutual promises, the parties agree that:

1. **Scope of Work.** The Contractor shall, as more fully described in the Contractor's proposal for Legal and Support Services, which is incorporated herein, furnish professional services to the LCS as generally requested and directed by the Director of the LCS or the Director's designee. Among the services to be provided by the Contractor are the following:

A. serving as special counsel to the Committee, as directed by the Committee or the Director of the LCS;

B. overseeing and managing the activities and operations of the Committee in consultation with, and as directed by, the Committee Chair;

C. providing advice and counsel on legal and operational matters relating to the Committee, including investigative matters, both civil and criminal;

D. performing legal research and providing written legal opinions;

E. providing and managing Committee staff, whether employees of the Contractor or subcontractors approved by the LCS;

F. gathering evidence for the Committee's investigation and providing investigative staff, whether employees of the Contractor or subcontractors approved by the LCS, and overseeing, directing and doing all things necessary to complete the investigation, including but not limited to conducting depositions and witness interviews and drafting, serving and enforcing subpoenas;

G. presenting evidence to the Committee, whether in an executive session or a public meeting, as determined appropriate by counsel or a majority vote of the Committee;

H. managing any collaboration with the Attorney General regarding any related or relevant investigation, including but not limited to witness interviews, depositions, subpoenas, sharing information and documents and other investigative or litigation matters;

I. providing representation in all matters relating to or arising from the activities of the Committee in any court or other venue, whether formal or informal, including but not limited to negotiation, litigation, arbitration and mediation;

J. compiling, cataloging and preserving in commonly searchable electronic format, such as .pdf, all records in the Contractor's possession related to the investigation;

K. drafting interim and final reports reflecting the Committee's process, procedures, findings and conclusions; and

L. providing other services as requested by the Committee or the LCS related to Committee activities.

2. **Compensation.**

A. The LCS shall pay the Contractor as compensation for services rendered at the following rates per hour:

Senior Partners	\$200
Attorneys	150
Paralegals and Legal Assistants	50.

B. The total compensation and pre-approved expenditures to be paid the Contractor during the term of this Agreement shall not exceed seven hundred fifty thousand dollars (\$750,000).

C. The LCS shall pay the Contractor the cost of any necessary expenditures approved in advance by the Director of the LCS.

D. The LCS shall pay the Contractor the New Mexico gross receipts tax for which the Contractor is liable under this Agreement. The dollar limitation of Subparagraph B of this paragraph does not include gross receipts tax passed on to the LCS.

E. Payment for services rendered and expenses incurred shall be made upon receipt and review by the LCS of a detailed statement from the Contractor of services rendered in the month preceding the month the bill is submitted. Billing will not be made more frequently than monthly.

3. **Term.** This Agreement is effective upon signature by both parties and shall continue in effect until December 31, 2026, unless it is terminated earlier pursuant to Paragraph 4 of this Agreement.

4. **Termination.** This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination or immediately upon mutual consent. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination.

5. **Status of Contractor.** The Contractor is an independent contractor and is not an employee of the State.

6. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.

7. **Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the LCS.

8. **Records and Audit.** The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the Contractor for inspection by the LCS and the State Auditor upon written request of the LCS. The LCS has the right to audit billings both before and after payment. Payment under this Agreement is not a waiver of the right of the LCS to recover excessive or illegal payments.

9. **Appropriations.** The continuation of this Agreement is contingent upon sufficient appropriations and authorizations for expenditures being made by the legislature to permit those payments. If sufficient appropriations and authorizations are not made by the legislature, this Agreement shall terminate upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final.

10. **Release.** Upon receipt of final payment of the amount due under this Agreement, the Contractor shall release the LCS, its employees and the State from all liabilities, claims and obligations arising from or under this Agreement.

11. **Authority.** The Contractor agrees not to purport to bind the State to any obligation not assumed in this Agreement by the State, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **Application of the LCS's Laws and Policies to Contractor.** In performing services pursuant to this Agreement, the Contractor shall comply with the laws and policies of the LCS just as if the Contractor were a member of the LCS staff.

13. **Product of Services; Copyright.** All materials developed or acquired by the Contractor under this Agreement are the property of the State and shall be delivered to the LCS not later than the termination date of this Agreement. Nothing produced, in whole or in part, by

the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Conflict of Interest.** The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further warrants that the Contractor has not violated the provisions of Section 10-16-8 or 10-16-13 NMSA 1978 by entering into this Agreement.

15. **Amendment.** This Agreement shall not be changed or supplemented except by a written instrument executed by the parties.

16. **Scope of Agreement.** This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

17. **Applicable Law.** This Agreement shall be governed by the laws of New Mexico.

18. **Notice.** This Agreement is subject to the applicable provisions of the Procurement Code. That act imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

19. **Equal Opportunity Compliance.** The Contractor agrees to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, gender, sexual orientation, age or disability, be excluded from employment or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

STATE OF NEW MEXICO
LEGISLATIVE COUNCIL SERVICE

By: 
SHAWNA CASEBIER, Director


FADDUOL, CLIFF, HARDY &
CONAWAY, P.C., Contractor

Date: 4/29/2026

Date: 4-28-26

N.M. Tax I.D. # 

Federal Tax I.D. # 