




City of Santa Fe, New Mexico

memo

DATE: February 24, 2023

TO: John Blair, City Manager
Emily Oster, Finance Department Director
Purchasing Department

FROM: Marcos Martinez, Senior Assistant City Attorney 
Jesse Roach, Acting Utilities Director 
Irene Romero, Administrative Manager 

VIA: Erin K. McSherry, City Attorney 

SUBJECT: Amendment #2 - Legal Services Agreement with The Cohen Law Firm

ITEM AND ISSUE:

Request for the Approval of Amendment #2 to the Legal Services Agreement to increase compensation by \$70,000 plus gross receipts taxes and term extension to July 1, 2024; (Irene Romero/ ikromero@santafenm.gov/ 955-6512).


BACKGROUND AND SUMMARY:

Water, even treated waste-water, is a scarce resource in Santa Fe, New Mexico. Mr. Cohen is representing the City of Santa Fe in a suit brought by the City to determine whether the City can terminate the 1959 contract between the City and the Country Club, which requires the City to provide the Club free effluent in perpetuity in exchange for limited public access to the Court. The Club has vigorously disputed the contention that the City can ever terminate the Contract and, the Club has alleged numerous counter-claims against the City. Litigation is ongoing. Mr. Cohen is ably representing the City and we hope to achieve a result that will be in the best interest of the City of Santa Fe.

Legal services are exempt from procurement.

ACTION REQUESTED:

City Attorney's Office respectfully requests your review and approval of Amendment#2. The funding source is: ORG: 5050381/ OBJ: 510200 for FY 21 Munis contract number is 3202469. Thank you in advance for your assistance.

Signature: 

Email: ekmcsherry@santafenm.gov






2023 02 24 Memo - Seth Cohen Amend 2

Final Audit Report

2023-02-24

Created:	2023-02-24
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPR5ri1jvpCl6fsA3lyespa3ZUsucYx_k

"2023 02 24 Memo - Seth Cohen Amend 2" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2023-02-24 - 11:07:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2023-02-24 - 11:08:06 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2023-02-24 - 11:15:51 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2023-02-24 - 11:16:32 PM GMT - Time Source: server- IP address: 98.60.196.90
-  Agreement completed.
2023-02-24 - 11:16:32 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 2 TO
LEGAL SERVICES AGREEMENT
Item#21-0024**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated February 4, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and The Cohen Law Firm, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide legal services.
- B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENTATION

Article 3 of the Agreement is amended to increase the compensation by seventy thousand dollars (\$70,000), so that Article 3 reads in entirety as follows:

- A. The City shall pay to Contractor the following hourly rates: \$175 plus GRT/hour for all legal work provided by Mr. Cohen, \$40/hour for contract paralegal work. In addition, the City shall pay the Contractor for expenses incurred in the performance of services in the Agreement such as computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Said services shall not exceed one hundred thousand dollars (\$100,000), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 4 of the Agreement is amended to extend the term, so that Article 4 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on July 1, 2024, unless terminated pursuant to

paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 City of Santa Fe Legal Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair
John Blair (Mar 20, 2023 09:33 MDT)

JOHN BLAIR, CITY MANAGER

Date: Mar 20, 2023

CONTRACTOR:

The Cohen Law Firm, LLC

Seth Cohen
SETH COHEN

Date: February 20, 2023

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 1, 2023 08:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Mar 19, 2023 09:10 MDT)

EMILY OSTER, FINANCE DIRECTOR

MUNIS ORG/OBJ:

Org/Line Item:5050381.510200
Munis No:3202469

City of Santa Fe, New Mexico

memo

Date: February 13, 2023
To: Purchasing Department
From: Irene Romero, Administrative Manager
Subject: Exemption Determination Request 11-13 B 3

City Attorney's Office respectfully request exempt determination to be approved by the City's Purchasing Department. **Amendment #2** to the Legal Services Agreement is between The Cohen Law Firm, LLC and the City of Santa Fe to represent the City in the area of contract law, specifically reviewing and analyzing existing wastewater agreements between the City and other parties with a goal of addressing any necessary issues in order to update those agreements so that they reflect the present and future value of wastewater. The Contractor may make recommendations for entering into new contracts, amending existing contracts, or terminating them. In the discretion of the City, if any contracts require negotiation or amendment, the representation may include direct negotiations and/or alternative dispute resolution (ADR) up to and including co-representation of the City in the ADR process. Subject to the direction of the City, the Contractor's work may include the preparation and filing of a complaint should the need arise.

The City of Santa Fe's Procurement Code includes that following applicable exception:

(3) Legal services for advice, consultation, and representation of the city;

Compensation: \$70,000

Term: 7/1/24

Approved Exemption

Travis Dutton-Leyda

Purchasing Department



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202469

Contractor: The Cohen Law Firm, LLC

Description: Legal Services.

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: July 1, 2024

☐ Approved by Council Date: _____

Contract / Lease: Legal Services Agreement

Amendment # 2 to the Original Contract / Lease # 21-0024

Increase/(Decrease) Amount \$ 70,000.00

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: \$70,000

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Agreement \$30,000

Amendment #1 Term Extension: 1/1/24

Amendment#2 Increase in compensation \$70,000/Term Extension: 7/1/24

3. **Procurement History: Exempt**

Purchasing Officer Review:

Mar 13, 2023

Date:

Comment & Exceptions: Exemption approved by CPO

4. **Funding Source:**

Andy Hopkins Mar 1, 2023 12:08 MST

Budget Officer Approval:

Org / Object: 505381/510200

Mar 1, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Irene Romero Phone # 955-6512

Email: ikromero@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Cohen Law Firm, LLC

Procurement Title: Amendment #2 Legal Services

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐ _____

Exempt ☒ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐


Department Requesting City Attorney's Office Staff Name Marcos Martinez/Irene Romero

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Irene Romero	Administrative Manager	2/13/23
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Mar 13, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: COHEN LAW FIRM LLC
DBA: COHEN LAW FIRM LLC

Business Location: 316 E MARCY ST
SANTA FE, NM 87501

Owner: Seth Cohen

License Number: 154163

Issued Date: October 13, 2022

Expiration Date: October 13, 2023

CRS Number: 03-412804-00-2

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

COHEN LAW FIRM LLC
316 East Marcy ST
Santa Fe, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Lawyers Professional Liability Insurance

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

IF INDICATED IN ITEM 5. A. BELOW, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY AMOUNTS INCURRED AS LEGAL DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMIT OF LIABILITY.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Item 1. Name and Address of Named Insured: **Policy Number: PLP-1981647-P2**

Cohen Law Firm, LLC
316 East Marcy Street
Santa Fe, NM 87501

Item 2. Policy Period: From December 1, 2022 (inception date) to December 1, 2023 (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)

Item 3. Limits of Liability for the Policy Period:

- A. \$1,000,000 each **Claim**, but in no event exceeding
- B. \$2,000,000 in the aggregate for all **Claims**

Item 4. Supplemental Coverages Limit of Liability:

\$100,000 in the aggregate for all Supplemental Coverages during the **Policy Period**

Item 5. Claim Expenses for the Policy Period:

- ☒ A. **Claim Expenses** Reduce the Limit of Liability in Item 3. above
- ☐ B. **Claim Expenses** in Addition to the Limit of Liability in Item 3. above

Item 6. Deductible:

- ☐ A. Aggregate Deductible - All **Claims** N/A
- ☒ B. Each **Claim** Deductible \$15,000
 - ☒ i. The Deductible applies to **Damages** and **Claim Expenses**
 - ☐ ii. The Deductible applies only to **Damages**

Item 7. Premium: **\$3,348**

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Cohen Law Firm, LLC (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. Scope of Services

The Contractor agrees to represent the City in the area of contract law, specifically reviewing and analyzing existing wastewater agreements between the City and other parties with a goal of addressing any necessary issues in order to update those agreements so that they reflect the present and future value of wastewater. The Contractor may make recommendations for entering into new contracts, amending existing contracts, or terminating them. In the discretion of the City, if any contracts require negotiation or amendment, the representation may include direct negotiations and/or alternative dispute resolution (ADR) up to and including co-representation of the City in the ADR process. Subject to the direction of the City, the Contractor's work may include the preparation and filing of a complaint should the need arise.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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 City shall pay to Contractor the following hourly rates: \$175 plus GRT/hour for all legal work provided by Mr. Cohen, \$40/hour for contract paralegal work. In addition, the City shall pay the Contractor for expenses incurred in the performance of services in the Agreement such as computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act, but will not be applied for in-town travel. Said services shall not exceed Thirty Thousand dollars and no cents (\$30,000.00), plus gross receipts tax, in total for the term of this Agreement.

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

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

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on January 1, 2023, with an annual option to renew for up to four years, which must be requested by December 1, one month prior to the termination date, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. 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 City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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 the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Insurance

A. The Contractor shall maintain adequate legal malpractice insurance. It is the sole responsibility of the Contractor to be in compliance with the law. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall obtain and maintain Workers' Compensation insurance required by law if contractor has employees to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the City with evidence of its compliance with such requirement.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "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.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Notices.

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY OF SANTA FE:
CITY ATTORNEY'S OFFICE
P.O. BOX 909
SANTA FE, NM 87504

CONTRACTOR:
SETH T. COHN
316 EAST MARCY ST
SANTA FE, NM 87501
505-466-5392

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Feb 4, 2021 10:16 MST)

JAREL LAPAN HILL, CITY MANAGER

Date: Feb 4, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Feb 4, 2021 10:19 MST)

CITY CLERK

XIV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 7, 2021 13:01 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR BUDGET:

Mary McCoy

MARY McCOY, FINANCE DIRECTOR

Org/Line Item: 5050381.510200 AL
Munis No: 3202469 AL

CONTRACTOR:

The Cohen Law Firm, LLC.

Seth T. Cohen
Seth T. Cohen (Jan 5, 2021 15:48 MST)

Seth T. Cohen

Date: Jan 5, 2021

N.M. Taxation & Revenue

CRS # 03-412804-00-2

City of Santa Fe Business

Registration # 154163

**CITY OF SANTA FE
AMENDMENT No. 1 TO
LEGAL SERVICES AGREEMENT
Item#21-0024**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated February 4, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and The Cohen Law Firm, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide legal services.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 4 of the Agreement is amended to extend the term, so that Article 4 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on January 1, 2024, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. 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 City of Santa Fe Legal Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair
John Blair (Sep 14, 2022 18:23 MDT)

JOHN BLAIR, CITY MANAGER

Date: Sep 14, 2022

CONTRACTOR:
The Cohen Law Firm, LLC

Seth Cohen
SETH COHEN

Date: 9/8/22

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 12, 2022 08:14 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 13, 2022 18:02 MDT)
EMILY OSTER, FINANCE DIRECTOR

MUNIS ORG/OBJ:

Org/Line Item: 5050381.510200 AH
Munis No: 3202469

Signature: 

Email: jdroach@santafenm.gov

CM LEGAL SETH COHEN Amend 2

Final Audit Report


2023-03-01

Created:	2023-03-01
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAR8ocT1jMPI1bLjehAvmRI3E4UxhboPR6

"CM LEGAL SETH COHEN Amend 2" History

 Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)

2023-03-01 - 4:47:29 PM GMT- IP address: 63.232.20.2

 Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature


2023-03-01 - 4:51:05 PM GMT

 Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)

2023-03-01 - 7:08:31 PM GMT- IP address: 104.47.64.254

 Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)

Signature Date: 2023-03-01 - 7:08:50 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature

2023-03-01 - 7:08:53 PM GMT

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2023-03-01 - 9:27:42 PM GMT- IP address: 104.47.64.254

 Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: Incorrect exemption cited. Please cite City Procurement Manual VI. #20. The exemption request should be routed to the CPO, Travis Dutton-Leyva first. Upon his approval, you can include the approved exemption documentation with the contract packet for my, the Contract Supervisor's approval.

2023-03-01 - 9:31:34 PM GMT- IP address: 63.232.20.2

23-0121 The Cohen Law Firm LLC

Final Audit Report

2023-03-20

Created:	2023-03-16
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvs9rYHms9FHHG7zuZRvnyf_cPa1_rN8Z

"23-0121 The Cohen Law Firm LLC" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-03-16 - 8:21:07 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-03-16 - 8:22:43 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-03-18 - 11:41:49 PM GMT- IP address: 174.205.46.242

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster


2023-03-19 - 3:10:18 PM GMT- IP address: 73.42.116.51

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-03-19 - 3:10:20 PM GMT - Time Source: server- IP address: 73.42.116.51

 Document emailed to jwblair@santafenm.gov for signature


2023-03-19 - 3:10:22 PM GMT

 Email viewed by jwblair@santafenm.gov


2023-03-20 - 3:29:32 PM GMT- IP address: 104.47.65.254

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2023-03-20 - 3:33:50 PM GMT- IP address: 73.98.88.146

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-03-20 - 3:33:52 PM GMT - Time Source: server- IP address: 73.98.88.146

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-03-20 - 3:33:54 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-03-20 - 5:25:13 PM GMT- IP address: 104.47.65.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-03-20 - 5:25:21 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-03-20 - 5:25:21 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Powered by
Adobe
Acrobat Sign