



City of Santa Fe, New Mexico

Memorandum



DATE: March 14, 2023

TO: John Blair, City Manager

VIA: *Regina Wheeler*
Regina Wheeler (Mar 17, 2023 13:06 MDT)
Regina Wheeler, Public Works Department Director

Erin K. McSherry

Erin K. McSherry, City Attorney

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager *RGM*

ACTION:

Request for Approval of Amendment #1 to the Legal Services Agreement Item #22-0264 Increasing the Compensation By \$50,000 for a Total Amount of \$100,000 Exclusive of NMGRT; Montgomery and Andrews, PA; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, 505-955-6623.

SUMMARY:

On June 12, 2022 City Manager John Blair signed the Montgomery and Andrews, PA (M&A) on-call legal services agreement for right-of-way (ROW) acquisitions for Public Works projects for \$50,000 exclusive of NMGRT. At the time the contract was drafted, Public Works – Complete Streets Division was working on acquiring 23 parcels for the construction of CIP 853C Agua Fria-South Meadows Improvements Project. Although all but one were settled, Staff is anticipating M&A will use the full contract amount to complete this task. In the meantime, several state and federal-funded projects need M&A's ROW legal services to move forward with construction. Hence, Staff is requesting to increase their firm's compensation by \$50,000 for a total amount of \$100,000 excluding NMGRT. All ROW legal services are eligible reimbursable expenses.

PROCUREMENT METHOD:

Legal services are exempt from Procurement Code as per SFCC 1987, Section 11-13(B)(3).

CONTRACT NUMBER:

The Munis contract number is 3203398.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Project ID: Various

Munis Org Name/Number: Various

Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:

Amendment #1

Procurement Checklist

Summary of Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
LEGAL SERVICES AGREEMENT
ITEM#22-0264**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated June 12, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and **MONTGOMERY & ANDREWS, P.A.** (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 on-call task order Legal Services for Right-of-Way (ROW) Acquisitions Services for the City.
- B. Pursuant to Article 13 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. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty thousand dollars (\$50,000), excluding applicable gross receipts taxes in the total term of this agreement, so that Article 2, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon accepted project deliverables, such compensation not to exceed **one hundred thousand dollars (\$100,000)**, excluding gross receipts tax. See attached Exhibit "A" – Billable

Rates and Costs Schedule. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **eight thousand three hundred twelve dollars and fifty cents (\$8,312.50)** shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eight thousand three hundred twelve dollars and fifty cents (\$108,312.50).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair
John Blair (Mar 20, 2023 09:38 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Mar 20, 2023

CONTRACTOR:

Montgomery and Andrews, P.A.

Suzanne Odom

NAME AND TITLE

Suzanne Odom, Vice President

DATE: 2/27/2023

CRS# 01-86140-003

Registration # 29341

ATTEST:

Kristine Mihelcic

KRISTINE MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 22, 2023 15:28 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Mar 19, 2023 23:25 MDT)

EMILY OSTER, CPA, CPO, FINANCE DIRECTOR

Various

Org. Name/Org.#

CITY OF SANTA FE

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and MONTGOMERY & ANDREWS, P.A., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-98; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as Attorney representing City of Santa Fe, rendering services related to rights-of-way acquisitions for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the legal services is for a period of four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide Legal Services for Right-of Way (ROW) Acquisitions Services to Public Works projects authorized by the Governing Body or as delegated by the Governing Body. The Contractor shall work in consultation with the Public Works Department staff and shall act under the direction of the City Attorney's Office.

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.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon accepted project deliverables, such compensation not to exceed fifty thousand dollars (\$50,000), excluding gross receipts tax. See attached Exhibit "A" – Billable Rates and Costs Schedule. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling four thousand two hundred eighteen and seventy-five cents (\$4,218.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed fifty-four thousand two hundred eighteen and seventy-five cents (\$54,218.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate in four years from the time of contract execution 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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 12 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 12 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

12 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.

13. 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.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. 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.

16. 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.

17. 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 NMSA 1978, sec. 38-3-2 . 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.

18. 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.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. 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.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Regina Wheeler, Public Works Department Director, City of Santa Fe, P.O.

Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Stephen S. Hamilton, 325 Paseo de Peralta Santa Fe, NM 87501 and SHamilton@montand.com.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. 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.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Jun 12, 2022 18:57 MDT)

JOHN BLAIR
CITY MANAGER

DATE: Jun 12, 2022

CONTRACTOR:

J. Brent Moore / FOR
STEPHEN S. HAMILTON
ON BEHALF OF
MONTGOMERY & ANDREWS
PRESIDENT
TITLE

DATE: 5-27-22
CRS#01-86140-003
Registration # 01867140030

ATTEST:

Kristine Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 27, 2022 11:26 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jun 10, 2022 10:08 MDT)
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR
3309980/572960 Org. Name/Org# AH
AH

EXHIBIT A

Billable Rates and Cost Schedule

Attorney/Shareholder (must include fees for secretarial services)	\$250.00 per hour
Associate	\$175.00 per hour
Paralegal	\$85.00 per hour
Law Clerk	\$95.00 per hour

Filing fees, service and statutory fees shall be charged at actual rates charged by court, process server or administrative agency.

Computerized legal research (e.g., LEXIS, WESTLAW and other computerized legal research) shall be charged at the actual rate charged to Contractor for computer time, number of pages printed, number of searches, etc.

Long distance telephone calls shall be charged at actual cost.

Photocopies shall be charged at \$0.10 per page. For large copying projects where confidentiality is not paramount, services of an outside copying service may be used and charges billed at actual cost.

Postage for mailings which cost more than \$1.00 (e.g., Federal Express or similar express mail delivery charges and multiple mailings) shall be charged at actual cost.

Time devoted by Contractor to prepare billings and explain billing charges to the City of Santa Fe shall not be billed by Contractor.

The City of Santa Fe shall reimburse the selected Contractor(s) up to 100% for reasonable expenses related to pre-approved overnight travel (i.e., car rental, mileage, meals and lodging).

Agua Fria South Meadows ROW Acquisition Status Report

Thursday, May 19, 2022
4:08:10 PM

Tierra Right of Way Services

ROW Parcel	Owner	Site Address	APN	Offer Presented	Offer Accepted	Status Details	Known Title Issues
2-6; 2-TCP-8	Brandl Garcia Chang, an unmarried woman	3006 South Meadows Road	910017541	3/14/2022		5/19/2022 (DH) = I sent an email and left a voicemail requesting a call back to discuss the remaining concerns, in negotiations.	11/3/21 (H1) = No known title issues.
2-3; 2-TCP-5	Lino A. Garcia	5098A Agua Fria Road	910017538	3/9/2022	3/9/2022	5/13/2022 (DH) = Closing scheduled for June 1, 2022 at 8:00am.	4/27/22 (DH): Mortgage from Lino A. Garcia to Guadalupe Credit Union dated September 25, 2017 recorded as Instrument No. 1837086; 5/13/22 = PARTIAL RELEASE OBTAINED.
2-1; 2-TCP-2	Paul G. Garcia and Irene M. Garcia	5145 Agua Fria	59301679	3/9/2022	4/12/2022	5/13/2022 (DH) = Paul and Irene Garcia accepted the offer on 4/12/2022. Purchase contract was submitted to the City on April 29, 2022 for counter signatures.	11/23/21 (LN): No known title issues
3-5; 3-TCP-6	Rosa Ellen Guillén	4844 Agua Fria	54052736	3/8/2022	4/4/2022	5/13/22 (MB) = Tierra is working on obtaining the partial release of mortgage.	11/15/21 (LN) = Un-released mortgage from Rosa Ellen Guillen to Guaranteed Rate Mortgage, Inc., dated November 14, 2019 recorded November 14, 2019 as Instrument No. 1901886 Potential tax issue; need to check with Southwestern Title and Escrow.
3-1; 3-TCP-1; 3-TCP-2	Roddy Leader and Sherry Leader	5029 Agua Fria & 5039 Agua Fria	019210811; 98304322	3/10/2022		5/19/2022 (DH) = Working with Attorney Gilbert Frith on negotiations.	11/23/21 (LN): 5029 & 5039 Agua Fria = Mortgage from Roddy Leader to State Employees Credit Union, dated February 19, 2014, recorded as Instrument No. 1730362
3-4; 3-TCP-4	Mauricio C and Ricarda P Montoya Revocable Trust	4851 Agua Fria	56000124	3/8/2022	5/13/2022	5/13/2022 (DH) = Melissa Vick signed the purchase contract and submitted copy of the power of attorney. Purchase Contract submitted to the City for counter signatures.	11/15/21 (LN) = No known title issues
2-5; 2-TCP-7	Carol Ortega	3020 S Meadows Road	910017542	3/10/2022		5/19/2022 (DH) = Carol Ortega hoping to speak with Karl Sommer on 5/20/2022 to work on submitting their response, in negotiations.	11/15/21 (LN) = Mortgage from Carol Ortega to Del Norte Credit Union dated August 24, 2017 recorded as Instrument 1834882, records of Santa Fe, New Mexico.
2-4; 2-TCP-6	Derek J. Ortega and Suzanna C. Estrada Ortega	5098B Agua Fria Rd.	910017539	3/9/2022		5/19/2022 (DH) = Carol Ortega hoping to speak with Karl Sommer on 5/20/2022 to work on submitting their response, in negotiations.	4/27/22 (DH) = Mortgage from Derek J. Ortega and Suzanna C Estrada Ortega, husband and wife as joint tenants with right of survivorship to Del Norte Credit Union dated May 29, 2018 recorded as instrument 1859432, records of Santa Fe, New Mexico. Mortgage from Derek J Ortega and Suzanna C Estrada Ortega, husband and wife to Century Bank dated February 5, 2016 recorded as instrument 1786150.
2-2; 2-TCP-3; 2-TCP-1	Panther Mountain Ranch, a corporation	5105 & 5163 Agua Fria	960001273; 59208766	3/10/2022		5/19/2022 (DH) = Working with Attorney Gilbert Frith on negotiations.	11/17/21 (LN) = 5105 Agua Fria no known title issues; 5163 Agua Fria no known title issues
3-3; 3-TCP-3	Santa Fe Baptist Church	4877 Agua Fria	970000503	3/7/2022		5/13/2022 (DH) = Submitted an administrative settlement for an additional \$1,000 for landscaping submitted to the City on May 12, 2022.	11/15/21 (LN) = No known title issues

City of Santa Fe, New Mexico

memo

Date: May 20, 2022

To: Fran Dunaway, Chief Procurement Officer

From: Romella Glorioso-Moss, AICP Sr. Public Works Project Administrator *RGM*

Subject: Exemption Determination Request, 13-1 & IV. 20

Public Works Department respectfully request exempt determination to be approved by the City's Chief Procurement Officer (CPO), Fran Dunaway, for the following scope of work (SOW):

Montgomery and Andrews, P.A. (Contractor) shall provide on call task order Professional Legal Right-of Way (ROW) Acquisition Services to various Public Works projects that need ROW Acquisition services.

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

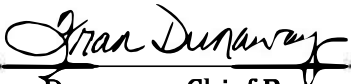
NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

This is exempt from procurement under the Procurement Manual Section VI. 20 - Legal services for advice, consultation, and representation of the City.

Amount: \$54,218.75

Term: 4 years

Approved Exemption

 5/23/22

Fran Dunaway, Chief Procurement Officer



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203398

Contractor: Montgomery and Andrews, PA

Description: **Amendment #1 increasing compensation by \$50,000 for a total amount of \$100,000 excluding NMGR for right-of-way legal services for Public Works projects.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 06/12/2022 Term End Date: 06/12/2026

Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 22-0264

Increase/(Decrease) Amount \$ 50,000

Extend Termination Date to: _____

Approved by Council Date: TBD

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original contract approved by City Manager on June 12, 2022 for \$50,000 excluding NMGR.

3. Procurement History: _____

[Signature] Mar 8, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: increasing comp. exempt contract for legal services

4. Funding Source: various Org / Object: various

Andy Hopkins Mar 7, 2023
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 505-955-6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Montgomery and Andrews, PA

Procurement Title: Amendment No. 1 to Legal Services Agreement Item #22-0264

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 Public Works Staff Name Romella Glorioso-Moss

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

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

Romella Glorioso-Moss Capital Projects Manager 02/27/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Mar 8, 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 contract.



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

BUSINESS REGISTRATION

Business Name: MONTGOMERY & ANDREWS
DBA: MONTGOMERY & ANDREWS

Business Location: 325 PASEO DE PERALTA
SANTA FE, NM 87501

Owner: William McGinnis

License Number: 29341

Issued Date: March 21, 2022

Expiration Date: March 21, 2023

CRS Number: 01867140030

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MONTGOMERY & ANDREWS
325 PASEO DE PERALTA
SANTA FE, NM 87501

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

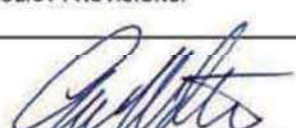
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Health Agencies of the West, Inc. 500 North State College Blvd., Suite 525 Orange, California 92868	CONTACT NAME: Ann Waters	
	PHONE (A/C, No., Ext): (714) 769-3020	FAX (A/C, No.): (714) 769-3010
	E-MAIL ADDRESS: Ann_Waters@HealthAgencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
INSURED Montgomery & Andrews, PA Post Office Box 2307 Santa Fe, New Mexico 85504	INSURER B:	
	INSURER C: QBE Insurance Company	39217
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		169888634	3/27/2022	3/27/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000
C	Professional Liability Excess of Carrier A		100036968	3/27/2022	3/27/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

CERTIFICATE HOLDER Romella Glorioso-Moss, PhD, AICP Projects Administrator & BPAC Staff Liaison Public Works – Roadway and Trails 500 Market St., Suite 200 Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Chip Insurance Agency, Inc. PO Box 5355 Santa Fe, NM 87502	CONTACT NAME: PHONE (A/C, No, Ext): (505) 988-4425 FAX (A/C, No): (505) 988-7454 E-MAIL ADDRESS: bluechip@bluechipnm.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Cincinnati Insurance Co.	
NAIC #	
10677	
INSURER B : The Travelers Indemnity-CT	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MONTGOMERY & ANDREWS, PA Theresa Garduno, ADM PO Box 2307 Santa Fe, NM 87504-2307	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		ECP 056 31 98	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000						
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000							
	MED EXP (Any one person)						\$ 5,000							
	PERSONAL & ADV INJURY						\$ 1,000,000							
	GENERAL AGGREGATE						\$ 2,000,000							
							PRODUCTS - COMP/OP AGG	\$ 2,000,000						
							\$							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 056 31 98	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
	BODILY INJURY (Per person)						\$							
	BODILY INJURY (Per accident)						\$							
	PROPERTY DAMAGE (Per accident)						\$							
								\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECP 056 31 98	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000						
								AGGREGATE	\$					
								AGG	\$ 5,000,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-3P803727-23	1/1/2023	1/1/2024	PER STATUTE OTH-ER	\$						
	E.L. EACH ACCIDENT						\$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Santa Fe Public Works-Roadway & Trails 500 Market St., Ste. 200 Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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23-0124 Montgomery & Andrews

Final Audit Report

2023-03-20

Created:	2023-03-17
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVNjtgZbKk9ONRcJmD2CdTul7oIUUpFs-t

"23-0124 Montgomery & Andrews" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-03-17 - 8:43:03 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-03-17 - 8:44:38 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-03-20 - 4:07:16 AM GMT- IP address: 174.205.6.44
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-03-20 - 5:25:06 AM GMT- IP address: 73.42.116.51
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-03-20 - 5:25:08 AM GMT - Time Source: server- IP address: 73.42.116.51
-  Document emailed to jwblair@santafenm.gov for signature
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-  Email viewed by jwblair@santafenm.gov
2023-03-20 - 3:37:56 PM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-03-20 - 3:38:29 PM GMT- IP address: 73.98.88.146
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-03-20 - 3:38:31 PM GMT - Time Source: server- IP address: 73.98.88.146
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
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-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-03-20 - 5:24:21 PM GMT- IP address: 104.47.65.254



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

Signature Date: 2023-03-20 - 5:24:31 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-03-20 - 5:24:31 PM GMT

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