



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Mike Moya, Transmission and Distribution Manager

Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: February 19, 2024

To: John Blair, City Manager

Via: John Dupuis, Public Utilities Department Director 

Marcos Martinez, Assistant City Attorney 
Erin McSherry, City Attorney 

From: Jesse Roach, Director, City of Santa Fe Water 

ITEM

Request to contract Snell and Wilmer for up to \$120,000 in legal services related to Santa Fe River Dam infrastructure work.

BACKGROUND

From 2014 through early 2016 City of Santa Fe Water contracted with external firms to update intake infrastructure at Nichols and McClure Dams on the Santa Fe River. This work was done under CIP Project No. 3038, titled Santa Fe Reservoir Infrastructure Improvements ("Project"). RMCI, Inc. ("RMCI") was the Contractor; Santa Fe Engineering Consultants, LLC ("SFEC") was the Engineer; and Weaver Construction Management, Inc. ("Weaver") was the Construction Manager.

The Project included work to remove the existing, outdated reservoir concrete tower type inlet works structures and the construction of new inclined concrete intake structures with internal inlet piping at both McClure and Nichols Dams, including hydraulic design and construction. Subsequent time and analysis have revealed structural and water seepage problems and hydraulic piping issues resulting from the work conducted on the Project. As a result of these problems, City of Santa Fe Water believes that RMCI, SFEC, and/or Weaver are in breach the Contract and/or caused damage to the City. The cost to fix these issues is estimated in the millions of dollars. In 2021 City of Santa Fe initiated mediation with these firms without an acceptable solution. The contract with Snell and Wilmer will be to continue the effort to recover damages on behalf of City of Santa Fe's water rate payers.

PROCUREMENT METHOD:

Exempt City Code section 11-13.B.3

CONTRACT NUMBER: N/A

FUNDING SOURCE:

Fund Name/Number: Water Operations/Admin.

Munis Org Name/Number: 5050382

Munis Object Name/Number: 510200 *AJH*

REQUEST

Request to contract with Snell and Wilmer for up to \$120,000 of legal services plus applicable gross receipts tax.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract 3204267 Procurement # (RFP/ITB# If any) _____

Contractor: Snell & Wilmer LLP

Procurement Method Small Purchase RFP ITB Sole Source GSA Cooperative Exempt

Description/Title Legal Services

Contract Agreement Lease/Rent Amendment

Term Start Date TBA Term End Date June 30, 2024 Total Contract Amount \$120,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB)

Contract / Lease

1.b Amendment # _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB all amendments must go through GB regardless of the amendment reason) Date _____

Amendment is for _____

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

3. Procurement History:

[Signature] Apr 9, 2024
Purchasing Officer Review Date
Comment & Exceptions Exempt per Procurement Manual VI 14

4. Funding Source: Water Operations/ Admin Org / Object: 5050382. 510200
Andy Hopkins Apr 9, 2024
Budget Officer Approval Date
Comment & Exceptions

5. Grant History (if applicable):

Grants Administrator Approval _____ Date _____

Staff Contact who Completed This Form: [Signature] Phone # 505.819.8411

To be recorded by City Clerk: _____
Clerk # _____ Email: [Signature]
Date of Execution _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Snell & Wilmer LLP
Procurement/contract Title: Legal Services
Procurement Method/Vehicle: Sole Source State Price Agreement/Existing
 Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98R
 Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: PUD/WATER

Staff Name: Jesse Roach

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Department Point of Contact

Title

Date


John D. Davis (Mar 5, 2024 14:18 MST)
Department Director

Date

Apr 9, 2024

Chief Procurement Officer

Date

ITT Representative

Title

Date

CoSF

Version 3 12.1.2023

From: [DUTTON LEYDA, TRAVIS K](#)
To: [CHAVEZ, JESSICA J](#)
Cc: [Purchasing DET](#)
Subject: RE: Determination Request
Date: Monday, February 19, 2024 12:23:51 PM
Attachments: [image001.png](#)
[image002.png](#)

Jessica,

It seems that the SOW falls under the exemption below:

VI. Exemptions from the Procurement Code

14 Contracts and expenditures for legal subscription and research services and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers, and witness fees,

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Sent: Monday, February 19, 2024 10:49 AM
To: DUTTON LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination Request

I. SCOPE OF SERVICES

Contractor shall perform the following Scope of Services under this Agreement if and as requested by the City:

- Represent the City in mediation or litigation against contractors involved in City reservoir infrastructure improvement projects relating to the City's McClure Dam and Reservoir and Nichols Dam and Reservoir. The scope of representation includes but is not limited to: 1) evaluating the strengths and weaknesses of the case, 2) recommending courses of action and legal options to the City, 3) representing the City in coordination with the City Attorney's Office in

mediation and litigation, 4) communicating the issues to the City Attorney's office, the Water Division, the City Manager, and the elected representatives of the City.

Personal / Confidential
City of Santa Fe
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505
jchavez@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K <tkduttonleyda@santafenm.gov>
Sent: Monday, February 19, 2024 10:48 AM
To: CHAVEZ, JESSICA J <jchavez@santafenm.gov>
Cc: Purchasing DET <spurchasing_det@santafenm.gov>
Subject: RE: Determination Request

Good morning,

Will you copy the text into your email? Pictures get lost.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: CHAVEZ, JESSICA J <jchavez@santafenm.gov>
Sent: Monday, February 19, 2024 10:45 AM
To: Purchasing DET <spurchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K <tkduttonleyda@santafenm.gov>
Subject: Determination Request
Importance: High

Good Mornng, please review the scope of work below for a determination.

I. SCOPE OF SERVICES

Contractor shall perform the following Scope of Services under this Agreement if and as requested by the City:

- Represent the City in mediation or litigation against contractors involved in City reservoir infrastructure improvement projects relating to the City's McClure Dam and Reservoir and Nichols Dam and Reservoir. The scope of representation includes but is not limited to: 1) evaluating the strengths and weaknesses of the case, 2) recommending courses of action and legal options to the City, 3) representing the City in coordination with the City Attorney's Office in mediation and litigation, 4) communicating the issues to the City Attorney's office, the Water Division, the City Manager, and the elected representatives of the City.

James J. Chavez
City of Santa Fe
Public Utilities Department
801 W San Mateo
Santa Fe, NM 87505
jchavez@santafenm.gov

From: Joseph Perez
To: CHAVEZ, JESSICA J., aordell@horizonsofnewmexico.org
Subject: Re: Determination Request
Date: Monday, February 19, 2024 10:50:23 AM
Attachments: image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity .

Thank you

Joseph Perez
Regional Marketing Manager

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: jperez@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org
image



The State Use Act helps people with disabilities become gainfully employed and it saves you valuable time and resources otherwise used during the procurement process

From: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Sent: Monday, February 19, 2024 10:48:32 AM
To: jperez@horizonsofnewmexico.org <jperez@horizonsofnewmexico.org>; aordell@horizonsofnewmexico.org <aordell@horizonsofnewmexico.org>
Subject: FW: Determination Request

Good Morning, we are requesting a declination for the procurement blow. Thank you!

I. SCOPE OF SERVICES

Contractor shall perform the following Scope of Services under this Agreement if and as requested by the City:

- Represent the City in mediation or litigation against contractors involved in City reservoir infrastructure improvement projects relating to the City's McClure Dam and Reservoir and Nichols Dam and Reservoir. The scope of representation includes but is not limited to: 1) evaluating the strengths and weaknesses of the case, 2) recommending courses of action and legal options to the City, 3) representing the City in coordination with the City Attorney's Office in mediation and litigation, 4) communicating the issues to the City Attorney's office, the Water Division, the City Manager, and the elected representatives of the City.

Jessica J. Chavez
City of Santa Fe
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505
jchavez@santafenm.gov

**CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT
WITH SNELL & WILMER, L.L.P.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe ("City") and Snell & Wilmer, LLP ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

Contractor shall perform the following Scope of Services under this Agreement if and as requested by the City:

- Represent the City in mediation or litigation against contractors involved in City reservoir infrastructure improvement projects relating to the City's McClure Dam and Reservoir and Nichols Dam and Reservoir. The scope of representation includes but is not limited to: 1) evaluating the strengths and weaknesses of the case, 2) recommending courses of action and legal options to the City, 3) representing the City in coordination with the City Attorney's Office in mediation and litigation, 4) communicating the issues to the City Attorney's office, the Water Division, the City Manager, and the elected representatives of the City.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. 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. Compensation under this Agreement shall be an amount up to one-hundred and twenty thousand dollars, (\$120,000.00) plus applicable gross receipts tax. Services under this Agreement will be provided by Daniel Frost, and others as necessary, at the rate of \$560 per hour. Compensation shall include costs and expenses.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate June 30, 2025.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to Contractor and by Contractor where necessary under the applicable rules of professional conduct. In the event of such termination:

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

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

A. Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. 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.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

Except for liabilities, claims, or obligations arising out of third-party claims, Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City and its officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Specific Provisions Required.**

(1) To the broadest extent permitted by the policies, each policy shall expressly provide, and an endorsement shall be submitted to the City, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the City of Santa Fe.

(2) All policies required herein, with the exception of professional liability coverage, are primary and non-contributory to any insurance that may be carried by the City and its respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the City.

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

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

(c) The City reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

General Indemnification. Contractor shall indemnify the City of Santa Fe from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors fault or negligence under this Agreement as well as the performance or non- performance of Contractor's employees and those directly under Contractor's control.

Indemnification for Professional Acts, Errors or Omissions. The General Indemnification shall apply only to professional acts, errors or omissions covered by Contractor's Professional Liability insurance.

Limitations. The terms of this General Indemnification shall not apply to the actions of any of Contractor's independent contractors, nor shall it apply to any claims relating to the fault or negligence of the City of Santa Fe. This indemnification provision shall not expand the Contractor's duties or obligations under tort law and shall not create an independent claim under contract law.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The City and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD-PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a

period of three (3) years thereafter, all records that relate to the scope of services provided under this Agreement.

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement

or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

CITY: Jesse Roach
Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909
Email: jdroach@santafenm.gov

With a copy to: Marcos D. Martinez, Esq.
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909
Email: mdmartinez@santafenm.gov

CONTRACTOR: Snell & Wilmer, LLP
Daniel R. Frost
1200 Seventeenth Street, Suite 1900
Denver, CO 80202-5854
Email: dfrost@swlaw.com

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

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

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

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

CITY OF SANTA FE:

John Blair
John Blair (Apr 10, 2024 10:20 MDT)
John Blair, City Manager
Date: Apr 10, 2024

CONTRACTOR:
Snell & Wilmer, LLP
Daniel Frost
Daniel Frost (Feb 6, 2024 07:25 MST)
Daniel Frost
TITLE: Attorney
Date: Feb 6, 2024

N.M. Taxation & Revenue
CRS #
City of Santa Fe Business
Registration #

ATTEST:

GERALYN CARDENAS
GERALYN CARDENAS (Apr 10, 2024 11:09 MDT)
CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 6, 2024 07:48 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2024

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 N/A Insurer: Attorneys' Liability Assurance Society Ltd., A Risk Retention Group (ALAS) 311 S. Wacker Drive, Suite 5700 Chicago, IL 60606	CONTACT NAME: Nancy J. Montroy PHONE (A/C, No, Ext): (312) 697-6900 FAX (A/C, No): E-MAIL ADDRESS: njmontroy@alas.com
INSURED Snell & Wilmer L.L.P. One East Washington Street Suite 2700 Phoenix, AZ 85004-2202	INSURER(S) AFFORDING COVERAGE INSURER A: Attorneys' Liability Assurance Society Ltd., A Risk Retention Group (ALAS) INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15445

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 W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Lawyers' Professional Liability	N	N	LPL-1229-2024	1/1/2024	1/1/2025	\$60M per claim/ \$120M annual aggregate

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

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


 Nancy J. Montroy, Vice President - Director of Underwriting, ALAS Ltd., RRG

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

BUSINESS REGISTRATION

Business Name: SNELL & WILMER L.L.P.
DBA: SNELL & WILMER L.L.P.

Business Location: 1 E WASHINGTON ST STE. 2700
PHOENIX, AZ 85004

Owner: SNELL & WILMER, L.L.P.

License Number: 231149

Issued Date: August 15, 2023

Expiration Date: August 15, 2024

CRS Number: 03395454006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

SNELL & WILMER L.L.P.
1 E Washington ST STE. 2700
PHOENIX, AZ 85004-2202

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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





24-0290 Snell and Wilmer LLP

Final Audit Report

2024-04-10

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