

**DATE:** September 5, 2024  
**TO:** John Blair, City Manager *John Blair*  
John Blair (Sep 8, 2024 09:14 MDT)  
**VIA:** Layla Archuletta-Maestas  
**FROM:** Angie Brown Executive Assistant

**SUBJECT:** Lobbyist Services

**VENDOR NAME:** JD Bullington Gov't Relations  
**Vendor Number:** 9584

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**ITEM AND ISSUE:**

Requesting approval of a Professional Services Agreement for JD Bullington Gov't Relations in amount of \$53,937.84 including applicable gross receipts tax and expenses for FY 2025. The contract is for lobbying services-for the City.

**BACKGROUND INFORMATION**

The City of Santa Fe utilizes lobbyist services to secure state legislative appropriations and funding for the City of Santa Fe. The lobbyist provides direct access to the New Mexico Legislative leadership, members of the New Mexico Legislature and the Administration, for the Santa Fe City Council and its designated staff securing and enhancing the City of Santa Fe's legislative appropriations and funding.

**PROCUREMENT METHOD:**

RFQ only two responses were received.

**City Manager Approval:** *John Blair* John Blair (Sep 8, 2024 09:14 MDT) **Date:** Sep 8, 2024

**Comment/Exceptions:** \_\_\_\_\_

**Supporting Information:**

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

**The funding source is:**

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** City Manager/1000035

**Munis Object Name/Number:** Professional Contracts/510300

**Budget Officer Approval:** *Andy Hopkins* **Date:** Sep 9, 2024

**Comment/Exceptions:** \_\_\_\_\_

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

Yes |  No

**# (if known):** N/A

**Repair or Replacement of Existing Equipment:**

Yes |  No

If yes ->  Repair |  Replacement

Please explain: N/A

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**Capital Project:**

(New and improvement projects that are going to cost \$10,000 or more)

Yes |  No

Project Ledger #: N/A

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**Department Approvals:**

IT Components:  Yes |  No

Vehicles:  Yes |  No

Facilities, Furniture, Fixtures, Equipment:  Yes |  No

Approval: *John Blair*  
John Blair (Sep 8, 2024 09:14 MDT)

Title: City Manager

Date: Sep 8, 2024

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Comment & Exceptions: \_\_\_\_\_

Department Contract Administrator Contact Info:

**ATTACHMENTS:**

Vendor's Quote

Santa Fe Business License

Certificate of Liability Insurance

Professional/General Services Contract

Horizons declination

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **JD Bullington Government Relations LLC** 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 City Manager 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, section 13-1-125; and

**WHEREAS**, the CPO has determined that is contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

**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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

- A. Monitor pending legislation which may affect the City of Santa Fe
- B. Provide a written and timely report to appropriate City of Santa Fe officials to include the following:
  1. A brief synopsis of the proposed legislation.
  2. The fiscal impact to the City of Santa Fe.
  3. The benefits of the proposed legislation as well as any adverse consequences.
  4. Information on any conflicting legislation.
  5. The ability to facilitate appropriations.
  6. Knowledge of City of Santa Fe affairs (matters).
- C. Secure state legislative appropriations and funding for the City of Santa Fe.
- D. Design and implement an aggressive educational campaign directed towards key legislative and administration leadership and staff on the importance of City of Santa Fe services, funding appropriation requests and issues.
- E. Provide bipartisan access to key legislative staff and members of the New Mexico Legislature for City of Santa Fe elected officials and designated staff.
- F. Develop a collegial working relationship with the New Mexico legislative delegation and coordinate and facilitate designated meetings with the New Mexico legislators.

- G. Provide written quarterly status reports and written monthly summary updates on the firm's achievements as they relate to goals and objectives set forth in the City of Santa Fe New Mexico Legislative Strategy.
- H. The highest portion of the work required will be in preparation for and during the state legislature session; however, this will be for services through the full year, particularly funding for unfunded or underfunded portions of the 5-year capital plan as advised by the Governing Body and City Manager.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Lobbying for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, 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 the Contractor in full payment for services satisfactorily performed at the yearly rate of fifty-three thousand nine hundred thirty-seven dollars and eighty-four cents (\$53,937.84) including gross receipts tax, **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$53,937.84). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract 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. Payment in future fiscal years 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

D. 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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

**F. Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **one) year from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

#### **5. Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

1. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *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.*

## **6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

## **10. Release**

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

## **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.
- 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

### **15. 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.

16. This Contract 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 contract. All terms and conditions of the **RFQ** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

## **17. Penalties for violation of law**

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

## **18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

## **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

## **20. 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 Contract may be terminated by the City.

## **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

## **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

### **23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

### **24. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

### **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

### **26. Invalid Term or Condition**

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

### **27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

**28. Notices**

Any notice required to be given to either party by this Contract 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: Layla Archuletta-Maestas  
200 Lincoln Ave.  
Santa Fe, NM 87501  
[lsarchulettamaestas@santafenm.gov](mailto:lsarchulettamaestas@santafenm.gov)

To the Contractor: J.D. Bullington  
P.O. Box 9534  
Santa Fe, NM 87504  
505) 363-1035  
[Jdbullington1@gmail.com](mailto:Jdbullington1@gmail.com)

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

**30. 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.

**31. 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.

**32. 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.

**33. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

J.D. Bullington Government Relations, LLC

John Blair

John Blair (Sep 8, 2024 09:14 MDT)

John Blair, City Manager

J.D. Bullington

James Bullington (Sep 4, 2024 14:41 MDT)

J.D. BULLINGTON, MANAGER

DATE: Sep 8, 2024

DATE: Sep 4, 2024

CRS#: \_\_\_\_\_

Registration #: \_\_\_\_\_

ATTEST:

GERALYN CARDENAS

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 4, 2024 14:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Sep 15, 2024

FINANCE DIRECTOR



## City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** J.D. BULLINGTON GOVERNMENT  
RELATIONS, LLC  
DBA: J.D. BULLINGTON GOVERNMENT  
RELATIONS, LLC

**Business Location:** 2878 PLAZA VERDE  
SANTA FE, NM 87507

**CRS Number:** 013171723003

**Owner:** J.D. BULLINGTON

**License Number:** 222822

**License Type:** Business License - Renewable

**Issued Date:** May 23, 2024

**Classification:** Business Registration - Standard

**Expiration Date:** May 23, 2025

**Fees Paid:** \$35.00

J.D. BULLINGTON GOVERNMENT RELATIONS, LLC  
2876 PLAZA VERDE  
SANTA FE, NM 87507

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**



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 9, 2024

City of Sante Fe  
200 LINCOLN AVE  
SANTA FE NM 87501-1904

**Account Information:**

<b>Policy Holder Details :</b>	<b>JD BULLINGTON GOVERNMENT RELATIONS LLC</b>
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**Contact Us**

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**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2024

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 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).

<b>PRODUCER</b> A J GALLAGHER RISK MGMNT SVCS/PHS 83550537 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (888) 920-6259	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>	
<b>INSURED</b> JD BULLINGTON GOVERNMENT RELATIONS LLC PO BOX 9534 SANTA FE NM 87504-9534	<b>INSURER A :</b> Hartford Casualty Insurance Company		29424
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		83 SBA AF0445	09/23/2023	09/23/2024	EACH OCCURRENCE	\$2,000,000		
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000		
		General Liability						MED EXP (Any one person)	\$10,000		
								PERSONAL & ADV INJURY	\$2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$4,000,000		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$4,000,000		
	OTHER:										
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			83 SBA AF0445	09/23/2023	09/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000		
		ANY AUTO						BODILY INJURY (Per person)			
		ALL OWNED AUTOS HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per accident)		
		<input checked="" type="checkbox"/>						<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident)		
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>		83 SBA AF0445	09/23/2023	09/23/2024	EACH OCCURRENCE	\$2,000,000		
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$2,000,000		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> Y/N	N/A	E.L. EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE -EA EMPLOYEE	
										E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations. City of Santa Fe is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy

**CERTIFICATE HOLDER****CANCELLATION**

City of Sante Fe  
 200 LINCOLN AVE  
 SANTA FE NM 87501-1904

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

*Susan L. Castaneda*

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## Services Offered to the City of Santa Fe (9.2023)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



## **BROWN, ANGIE B.**

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**From:** TAPIA, ERMINIA M.  
**Sent:** Thursday, August 15, 2024 9:47 AM  
**To:** BROWN, ANGIE B.  
**Cc:** DUTTON-LEYDA, TRAVIS K.  
**Subject:** FW: Lobbyist SOW

### Erminia M. Tapia

*Administrative Manager*

*City of Santa Fe, Finance Department*

200 Lincoln Avenue

Santa Fe, NM 87501

[emtapia@santafenm.gov](mailto:emtapia@santafenm.gov)



**CITY OF SANTA FE**

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**From:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>  
**Sent:** Wednesday, June 12, 2024 10:34 AM  
**To:** TAPIA, ERMINIA M. <emtapia@santafenm.gov>  
**Subject:** Re: Lobbyist SOW

Hi, this is professional.

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](mailto:tkduttonleyda@santafenm.gov)

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

---

**From:** TAPIA, ERMINIA M. <emtapia@santafenm.gov>  
**Sent:** Wednesday, June 12, 2024 12:32:50 PM

**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>

**Subject:** FW: Lobbyist SOW

Hi Travis,

Can you send me a determination for these lobbyist services? Also, can we set up a call with Layla, Destiny, you and I to discuss the contract? Thank you!

## Erminia M. Tapia

*Administrative Manager*

*City of Santa Fe, Finance Department*

200 Lincoln Avenue

Santa Fe, NM 87501

[emtapia@santafenm.gov](mailto:emtapia@santafenm.gov)



CITY OF SANTA FE

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**From:** TAPIA, ERMINIA M.

**Sent:** Wednesday, May 15, 2024 9:46 AM

**To:** ARCHULETTA-MAESTAS, LAYLA S. <[lsarchulettamaestas@santafenm.gov](mailto:lsarchulettamaestas@santafenm.gov)>; BROWN, ANGIE B. <[abbrown@santafenm.gov](mailto:abbrown@santafenm.gov)>; SENA, DIANE R. <[drsena@santafenm.gov](mailto:drsena@santafenm.gov)>

**Cc:** DURAN, DESTINY C. <[dcduran@santafenm.gov](mailto:dcduran@santafenm.gov)>

**Subject:** Lobbyist SOW

Attached is a scope of work for the lobbyist services. Please make any edits necessary.

1. Scope of Work.

The Contractor shall provide the following services-for the City:

- A. Monitor pending legislation which may affect the City of Santa Fe.
- B. Provide a written and timely report to appropriate City of Santa Fe officials to include the following:
  1. a brief synopsis of the proposed legislation.
  2. the fiscal impact to the City of Santa Fe.
  3. benefits of the proposed legislation as well as any adverse consequences.
  4. information on any conflicting legislation.
  5. able to facilitate appropriations.
  6. knowledge of City of Santa Fe affairs (matters).
- C. Secure state legislative appropriations and funding for the City of Santa Fe.
- D. Design and implement an aggressive educational campaign directed towards key legislative and administration leadership and staff on the importance of City of Santa Fe services, funding appropriation requests and issues.
- E. Provide bipartisan access to key legislative staff and members of the New Mexico Legislature for City of Santa Fe elected officials and designated staff.
- F. Develop a collegial working relationship with the New Mexico legislative delegation and coordinate and facilitate designated meetings with the New Mexico legislators.
- G. Provide written quarterly status reports and written monthly summary updates on the firm's achievements as they relate to goals and objectives set forth in the City of Santa Fe New Mexico Legislative Strategy.

H. The highest portion of the work required will be in preparation for and during the state legislature session; however, this will be for services through the full year, particularly funding for unfunded or underfunded portions of the 5-year capital plan as advised by the Governing Body and City Manager.

## Erminia M. Tapia

*Administrative Manager*

*City of Santa Fe, Finance Department*

200 Lincoln Avenue

Santa Fe, NM 87501

[emtapia@santafenm.gov](mailto:emtapia@santafenm.gov)



CITY OF SANTA FE

**Signature:** XAVIER VIGIL

XAVIER VIGIL (Sep 30, 2024 15:40 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)

# 24-0585 JD Bullington Government Relations

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
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## "24-0585 JD Bullington Government Relations" History

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