





**Date:** October 4, 2024

**To:** Randy Randall, City Manager   
RR

**Via:** Erin McSherry, City Attorney   
EM

**From:** Marcos Martinez, Senior Assistant City Attorney   
Amy Cawthon, Administrative Manager   
AC

**Subject:** Legal Contract – City Reservoir Infrastructure Improvement Projects

**Vendor Name:** Spencer Fane, LLC

**Vendor Number:** 10717

---

**ITEM AND ISSUE:**

The City Attorney's Office respectfully requests your review and approval of the Legal Contract in the Not to Exceed Amount of \$129,825.00 Including NMGR for City Reservoir Infrastructure Improvement Projects with Spencer Fane, LLC. (Marcos Martinez, Senior Assistant City Attorney, [mdmartinez@santafenm.gov](mailto:mdmartinez@santafenm.gov), 505-531-7895)

**Action Requested: Approval of Legal Contract**

---

**BACKGROUND AND SUMMARY:**

The Contractor will 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 Water Department is funding this contract through Water Conservation 5050382.510200.

**PROCUREMENT METHOD:**

The procurement is Exempt 3-1-98 SFCC 1987 Section 11-3, subpart (B)(3)

**Chief Procurement Officer Approval:**  **Date:** Nov 22, 2024

**Comment/Exceptions:** Legal advice, consultation, and representation -exempt per SFCC 1987, Section 11-13(B)(3).

**Supporting Information:**

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250308

**\$\$\$\$\$ SOURCE/REVENUE:** ☒Expense ☐Revenue

The funding source is: **FY24 GRT Revenue in Excess of Budget**

**Fund Name/Number:** Water 505

**Munis Org Name/Number:** Water Conservation 5050382

**Munis Object Name/Number:** Legal Contracts/510200

If the project is grant funded? List grant award number: NO

**Grant Manager / Accounting Officer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Project Ledger #:** NO

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 20, 2024

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

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

☐Yes | ☒ No

**# (if known):** \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

☐Yes | ☒ No

If yes -> ☐Repair | ☐ Replacement

**Please explain:** \_\_\_\_\_

**Capital Project:**

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

☐ Yes | ☒ No

**Project Ledger #:** \_\_\_\_\_

**Anticipated length of project:** \_\_\_\_\_

**Asset Manager Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Department Approvals:**

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_


Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Department Contract Administrator Contact Info: Amy Cawthon, Administrative Manager,  
[amcawthon@santafenm.gov](mailto:amcawthon@santafenm.gov), 505-955-6512

**ATTACHMENTS:**

**Current COI**

**Signature:** 

**Email:** amcawthon@santafenm.gov

**Signature:** 

**Email:** ekmcsherry@santafenm.gov

**Signature:**   
Marcos Martinez (Nov 18, 2024 15:28 MST)

**Email:** mdmartinez@santafenm.gov

**Signature:**   
Randy Randall (Nov 18, 2024 18:05 MST)

**Email:** rrandall@santafenm.gov












# Memo\_Spencer Fane

Final Audit Report

2024-11-19

Created:	2024-11-18
By:	Gina Wolff (vawolff@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcMEcOstJZdaxxzXhJdiOeYTpvN4-IZn6

## "Memo\_Spencer Fane" History

-  Document created by Gina Wolff (vawolff@santafenm.gov)  
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-  Document emailed to Amy Cawthon (amcawthon@santafenm.gov) for signature  
2024-11-18 - 10:11:32 PM GMT
-  Email viewed by Amy Cawthon (amcawthon@santafenm.gov)  
2024-11-18 - 10:21:31 PM GMT- IP address: 63.232.20.2
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-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
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-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
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2024-11-18 - 11:44:17 PM GMT

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2024-11-19 - 1:05:05 AM GMT- IP address: 104.47.65.254

 Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2024-11-19 - 1:05:45 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-19 - 1:05:45 AM GMT

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/21/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CBIZ Ins. Svcs Inc. (PE)</b> <b>700 West 47th Street, Suite 1100</b> <b>Kansas City, MO 64112</b> <b>816 945-5500</b>	<b>CONTACT NAME:</b> Anna Rivas <b>PHONE (A/C, No, Ext):</b> 816 841-2273 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> anna.rivas@cbiz.com														
<b>INSURED</b> <b>Spencer Fane LLP</b> <b>1000 Walnut Street, Suite 1400</b> <b>Kansas City, MO 64106</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Crum &amp; Forster Specialty Insurance Co.</td> <td>44520</td> </tr> <tr> <td>INSURER D : Travelers Casualty &amp; Surety Co of Am.</td> <td>31194</td> </tr> <tr> <td>INSURER E : American Casualty Company of Reading</td> <td>20427</td> </tr> <tr> <td>INSURER F : Homeland Insurance Co of New York</td> <td>34452</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : The Continental Insurance Company	35289	INSURER C : Crum & Forster Specialty Insurance Co.	44520	INSURER D : Travelers Casualty & Surety Co of Am.	31194	INSURER E : American Casualty Company of Reading	20427	INSURER F : Homeland Insurance Co of New York	34452
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC OTHER:			<b>7A34442631</b>	<b>09/19/2023</b>	<b>09/19/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <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			<b>BUA7034442659</b>	<b>09/19/2023</b>	<b>09/19/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>7034442662</b>	<b>09/19/2023</b>	<b>09/19/2024</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WC734442645</b>	<b>09/19/2023</b>	<b>09/19/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ <b>1,000,000</b> E.I. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.I. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Cyber Security</b>			<b>CYB106463</b>	<b>09/19/2023</b>	<b>09/19/2024</b>	<b>\$4,000,000</b>
<b>D</b>	<b>Crime</b>			<b>107319591</b>	<b>09/19/2023</b>	<b>09/19/2026</b>	<b>\$3,000,000 Limit</b>
<b>F</b>	<b>EPLI</b>			<b>MML2630322</b>	<b>09/19/2022</b>	<b>10/19/2023</b>	<b>\$2,000,000 Limit</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

\*Insured Copy\*

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

Mark G. Stoltz

Item# 24-0674

Munis

Contract #

3250308

LEGAL SERVICE CONTRACT BETWEEN  
THE CITY OF SANTA FE AND SPENCER FANE, LLP

THIS CONTRACT is made and entered into by and between the City of Santa Fe (the "City") and Spencer Fane, LLP. ("Spencer Fane" or the "Contractor"). The date of this Contract shall be the date when it is executed by the City.

1. **Scope of Services**

Spencer Fane, LLP agrees to represent the City in the following matters as requested by the City Attorney's Office:

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. 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 Contractor the following hourly rates:

\$350/hour for Randy Bartell, \$250/hour for associate attorney time and \$ 90/hour for paralegal time. In addition, the City shall pay the Contractor for expenses incurred in the performance of services in the Contract such as copying, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act. Said services shall not exceed one-hundred and twenty thousand dollars (\$120,000), plus gross receipts tax, currently \$9,825.00, for \$129,825.00 in total for the term of this Contract.

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

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. **Term**



THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on September 1, 2026, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. **Termination**

A. **Termination.** This Contract 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 Contract, 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 Contract. 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 Contract 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 Contract, 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 CONTRACT.

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract 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 Contract; 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 Contract. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Contract. If sufficient appropriations and authorization are not made by the City Council, 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 13 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 13 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 13 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 Contract 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. **Merger**

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. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

16. **Penalties for violation of law**

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

17. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

18. **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 Section 38-3-1 (G) NMSA 1978. 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.

19. **Workers Compensation**

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

20. **Insurance**

A. The Contractor shall maintain adequate legal malpractice insurance. It is the sole responsibility of the Contractor to be in compliance with the law. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Contract. B. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Contract. Upon request, Contractor shall provide the City with evidence of its compliance with such requirement.

21. **Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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.

22. **Indemnification**

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Contract as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

23. **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.

24. **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.



25. **Notices**

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

CITY OF SANTA FE:  
CITY ATTORNEY'S OFFICE  
P.O. BOX 909  
SANTA FE, NM  
87501

CONTRACTOR:  
SPENCE FANE, LLP  
RANDY BARTELL  
325 PASEO DE PERALTA, SANTA FE, NM 87501  
SANTA FE, NM

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

CITY OF SANTA FE:

  
Randy Randall (Nov 27, 2024 16:44 CST)  
JOHN BLAIR, CITY MANAGER

Date: Nov 27, 2024

CONTRACTOR:

Spencer Fane, LLP  
  
Randy Bartell, Partner

Date: 9/4/2024

N.M. Taxation & Revenue  
NMBTIN# 0356929500-GRT  
City of Santa Fe Business  
Registration #  
ATTEST:

  
Andrea Salazar (Dec 4, 2024 09:36 MST)

CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Sep 13, 2024 16:32 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY OSTER, FINANCE DIRECTOR






# 0832\_240904162904\_001-c

Final Audit Report

2024-09-13

Created:	2024-09-13
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjZ6hw2LzV7JzMt_I-5_J4Hhn18EtwYIT

## "0832\_240904162904\_001-c" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-09-13 - 10:19:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2024-09-13 - 10:30:22 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2024-09-13 - 10:31:54 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2024-09-13 - 10:32:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-09-13 - 10:32:08 PM GMT











# CM - 505 - Spencer Fane - Exempt MEMO & COI

Final Audit Report

2024-11-26

Created:	2024-11-20
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAALaRANG42E0a9RLsw9f7K61b3lfuaYIEs

## "CM - 505 - Spencer Fane - Exempt MEMO & COI" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-11-20 - 4:11:16 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2024-11-20 - 4:14:57 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-11-20 - 6:57:27 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-11-20 - 6:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-11-20 - 6:58:39 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-11-22 - 5:46:04 AM GMT- IP address: 104.28.50.162
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2024-11-22 - 5:07:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-11-22 - 5:07:55 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-11-26 - 8:55:56 PM GMT- IP address: 104.47.64.254
-  Document declined by EMILY OSTER (ekoster@santafenm.gov)  
Decline reason: I'm sorry, I can't sign this one with the current packet. The Certificate of Insurance in the packet is expired and it does not list the City as the Certificate Holder. Please update the packet with a new Certificate of Insurance and resubmit. Thank you, Emily





# 24-0674 Spencer Fare, LLC

Final Audit Report

2024-12-04

Created:	2024-12-03
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQLDfkM5exscoFDOMPVDC05C6yFdkTQ1r

## "24-0674 Spencer Fare, LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-12-03 - 11:37:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature  
2024-12-03 - 11:38:06 PM GMT
-  Email viewed by axsalazar@santafenm.gov  
2024-12-03 - 11:45:30 PM GMT- IP address: 63.232.20.2
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar  
2024-12-04 - 4:36:30 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)  
Signature Date: 2024-12-04 - 4:36:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-12-04 - 4:36:32 PM GMT