

The Purchasing Memo

Date: March 12, 2025

To: Mark Scott, City Manager

From: Erika Quintana, Administrative Manager Community Engagement Department

Via: Andréa Salazar, City Clerk/Director of Community Engagement 

Subject: Contract Public Defender

Vendor Name: Kaitlyn A. Luck

Munis Vendor Number: 10750

ITEM AND ISSUE:

The City Clerk's Office/Community Engagement Department respectfully requests your review and approval of a Legal Services Contract in the total amount of \$40,000, including GRT for Legal Services for a term of one and a half years with Kaitlyn A. Luck.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250471

BACKGROUND AND SUMMARY:

The City Public Defender who is part of the City Clerk Office and Community Engagement Department needs a contract attorney to assist in representing qualified criminal defendants in City of Santa Fe Municipal Court and District Court when he is absent from the court or there is a conflict of interest with a qualified criminal defendant.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Public Defender/1000040

Munis Object Name/Number: Legal Contract/510200107

Budget Officer / Designee: Andy Hopkins **Date:** 03/14/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Chief Procurement Officer (CPO) / Designee:  **Date:** 03/17/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-98 (A)

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Procurement document: Exemption Determination/Email

Vendor's Quote

Certificate of Liability Insurance (COI)

Legal Services Contract

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [SALAZAR, ANDREA X.](#)
Cc: [QUINTANA, ERIKA F.](#); [Purchasing DET](#)
Subject: RE: Contracts - Determination Requests - Public Defender - Landscape Demolition
Date: Thursday, January 9, 2025 9:26:57 AM
Attachments: [image002.jpg](#)
[image003.jpg](#)
[Blanket Services Determination.pdf](#)

Good morning, Andrea,

Sorry for the delay.

Working directly with the Public Defender will be exempt per NMSA 1978, Section 13-1-98 (A). I suggest using the Professional Services contract template unless y'all already discussed using an MOU or equivalent.

Demolition is considered construction (see attached).

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>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



More Procurement, less drama ~ John Blair

From: SALAZAR, ANDREA X. <asalazar@santafenm.gov>
Sent: Wednesday, January 8, 2025 9:35 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: QUINTANA, ERIKA F. <efquintana@santafenm.gov>
Subject: RE: Contracts

Travis,

I am checking in about the contract determinations below. Would you get back to us about moving forward?

Thank you,

Andréa Salazar

Andréa Salazar, JD, CFE
City Clerk and Director of Community Engagement
City of Santa Fe

P.O. Box 909

Santa Fe, New Mexico 87504

asalazar@santafenm.gov

Cell: (505) 469-5813

Office: (505) 955-6327



From: SALAZAR, ANDREA X.

Sent: Tuesday, December 17, 2024 10:31 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: QUINTANA, ERIKA F. <efquintana@santafenm.gov>

Subject: Contracts

Good morning, Travis.

I would like to obtain three contracts two will be requests for quotes and one will be a subscription through the Statewide Price Agreement. I understand that the first step is to obtain a determination. Here are the Scope of Work/Services that I would like to use:

1. Contract Public Defender Legal Services Contract \$40,000k over a 2-year period-
Contract Public Defender agrees to represent the City in the following matters:
 - a. Represent qualified criminal defendants in the City of Santa Fe Municipal Court and District Court. Such defendants shall have been determined to be eligible for free legal representation pursuant to a valid court order or a finding of eligibility consistent with the Indigent Defense Act, NMSA 1978,

secs. 31-16-1 et. seq. Such representation shall be provided in a professional, skilled manner consistent with the rules of professional responsibility, case law and applicable state court rules.

- b. Provide qualified representation to defendants at hearings when the Public Defender is unable to be present due to absence from the court or a conflict of interest has been determined.
 - c. Consult with the defendant at hearings as appropriate and necessary.
 - d. Communicate with friends and family about matters of public record (i.e., dates of hearings, etc.), if the client has consented.
 - e. Maintain business records for one year after the representation is provided.
 - f. Not represent defendant(s) when such representation would present a legal conflict of interest unless the Public Defender or Contract Attorney obtains the prior written approval of the defendant(s). Conflicts should be noted in the file.
 - g. Not refuse a particular case or withdraw from a case unless there is an actual conflict of interest. When an actual conflict exists, the Public Defender shall make reasonable attempts to obtain substitute counsel.
 - h. Provide the City of Santa Fe with notice of intent to terminate the contract in writing, if unable to unwilling to personally perform the service for this contract, no less than thirty (30) days before the contemplated date of final service.
2. Contract with Landscaping, Demolition, Clean-Up Company \$40,000K over a 2-year period- Contract shall perform the following work:
- a. The Contractor shall provide trash, debris, furniture, building materials, human excrement, weeds, bush, tree, building, concrete removal, clean-up, and demolition services within the Santa Fe City limits.
 - b. The Contractor shall work directly with Constituent Services regarding work orders that identify sites/locations/addresses within the City that require clean up and removal.
 - c. The Contractor shall work directly with Constituent Services regarding work orders that identify sites/locations/addresses within the City that require demolition and removal.
 - d. The Contractor is responsible for any refuse and refuse fees associated with discarding of trash, debris, furniture, building materials, human excrement, weeds, bush, tree, building, concrete removal services.
 - e. The Contractor shall submit documentation that will specify the area clean, timeframe for cleaning, and photographs depicting before and after images for the site.

- f. The Contractor will supply all equipment necessary for trash, debris, furniture, building materials, human excrement, weeds, bush, tree, building, concrete removal and clean up.
- g. The Contractor is responsible for maintaining their vehicles and equipment in good mechanical condition and maintain compliance with all applicable local, state, and federal laws and regulations.

Regarding the Constituent Services Case Management System, Indigov, please see the attached documentation. It is my understanding that they are on the Statewide Price Agreement, so I would like to understand how we can move forward with obtaining their program.

Thank you,

Andréa Salazar

Andréa Salazar, JD, CFE
City Clerk and Director of Community Engagement
City of Santa Fe

P.O. Box 909

Santa Fe, New Mexico 87504

asalazar@santafenm.gov

Cell: (505) 469-5813

Office: (505) 955-6327



From: [Kaitlyn Luck](#)
To: [SALAZAR, ANDREA X.](#); [CARDENAS, GERALYN F.](#); [VIGIL, XAVIER I.](#)
Cc: [Kaitlyn Luck](#)
Subject: RE: Quote for Contract Public Defender
Date: Tuesday, March 11, 2025 1:08:08 PM
Attachments: [Luck Law LLC-Kaitlyn-The Bar Plan - LPL0020437-2025 Dec.pdf](#)

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.

Hi, here's the declarations for my policy this year. Let me know if you need anything else.

Thanks,
Kaitlyn

Kaitlyn A. Luck
Attorney
Cell: (361) 648-1973

CONFIDENTIALITY NOTICE: THIS MESSAGE (INCLUDING ATTACHMENTS, IF ANY) IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the intended recipient, any review, use, disclosure, distribution or copying is strictly prohibited. If you believe this e-mail has been sent to you in error, please (i) do not open any attachments, (ii) contact the sender immediately by replying to this e-mail to inform the sender that you have received this e-mail in error, and (iii) delete this e-mail and all attachments.

From: Kaitlyn Luck <luck.kaitlyn@gmail.com>
Sent: Tuesday, March 11, 2025 1:06 PM
To: Kaitlyn Luck <kaitlyn.luck@outlook.com>
Subject: Fwd: Quote for Contract Public Defender

----- Forwarded message -----

From: **SALAZAR, ANDREA X.** <asalazar@santafenm.gov>
Date: Tue, Mar 11, 2025 at 12:45 PM
Subject: RE: Quote for Contract Public Defender

To: Kaitlyn Luck <luck.kaitlyn@gmail.com>

Cc: CARDENAS, GERALYN F. <gfcardenas@santafenm.gov>, VIGIL, XAVIER I. <xivigil@santafenm.gov>

Kaitlyn,

Would you please send us your certificate of insurance for your contract? Thank you.

Andréa Salazar

Andréa Salazar, JD, CFE
City Clerk and Director of Community Engagement
City of Santa Fe

P.O. Box 909

Santa Fe, New Mexico 87504

asalazar@santafenm.gov

Cell: (505) 469-5813

Office: (505) 955-6327



CITY OF SANTA FE
COMMUNITY ENGAGEMENT

From: Kaitlyn Luck <luck.kaitlyn@gmail.com>

Sent: Wednesday, January 15, 2025 2:14 PM

To: SALAZAR, ANDREA X. <asalazar@santafenm.gov>

Subject: Re: Quote for Contract Public Defender

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.

Hi Ms. Salazar, thanks so much for sending me this offer to quote on the PD services. Here's my resume, and I would ask for my standard hourly of \$150/hour. If you need anything else from me, let me know.

Thanks,
Kaitlyn

On Wed, Jan 15, 2025 at 9:44 AM SALAZAR, ANDREA X. <asalazar@santafenm.gov> wrote:

Good morning,

We are requesting quotes from criminal defense attorneys who are available to provide contract Public Defender services in Municipal Court on behalf of the City of Santa Fe. Please review the scope of work below and provide us with a resume and an hourly rate to provide these services if you are interested. This contract may be awarded to multiple attorneys.

Contract Public Defender agrees to represent the City in the following matters:

- a. Represent qualified criminal defendants in the City of Santa Fe Municipal Court and District Court. Such defendants shall have been determined to be eligible for free legal representation pursuant to a valid court order or a finding of eligibility consistent with the Indigent Defense Act, NMSA 1978, Section, 31-16-1 *et seq.* Such representation shall be provided in a professional, skilled manner consistent with the rules of professional responsibility, case law and applicable state court rules.
- b. Provide qualified representation to defendants at criminal case activities in Municipal Court when the Public Defender is unable to be present due to absence from the court or a conflict of interest has been determined.
- c. Consult with the defendant at hearings as appropriate and necessary.
- d. Communicate with friends and family about matters of public record (i.e., dates of hearings, etc.), if the client has consented.
- e. Maintain business records for one year after the representation is provided.
- f. Not represent defendant(s) when such representation would present a legal conflict of interest unless the Public Defender or Contract Attorney obtains the prior written approval of the defendant(s). Conflicts should be noted in the file.
- g. Not refuse a particular case or withdraw from a case unless there is an actual conflict of interest. When an actual conflict exists, the Public Defender shall make reasonable attempts to obtain substitute counsel.
- h. Provide the City of Santa Fe with notice of intent to terminate the contract in writing, if unable to unwilling to personally perform the service for this contract, no less than thirty (30) days before the contemplated date of final service.

Thank you,

Andréa Salazar

Andréa Salazar, JD, CFE
City Clerk and Director of Community Engagement
City of Santa Fe

P.O. Box 909

Santa Fe, New Mexico 87504

asalazar@santafenm.gov

Cell: (505) 469-5813

Office: (505) 955-6327



CITY OF SANTA FE
COMMUNITY ENGAGEMENT

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Kaitlyn A. Luck

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Kaitlyn A. Luck



Lawyers' Professional Liability Insurance DECLARATIONS

Policy Number: LPL0020437-2025

Subproducer: The Bar Plan Mutual Insurance Co.

Item 1. Policyholder:

Luck Law LLC
PO Box 483
PO Box 483
Taos, NM 87571

Item 2. Policy Period:

Effective: 01-08-2025 Expiration: 01-08-2026
12:01 a.m. Standard Time at the address of the name insured as stated herein.

Item 3. The Insurance is afforded under the terms and conditions of the forms attached:

Schedule of Coverage

<u>Coverage</u>	<u>Limits of Liability</u>	<u>Premium</u>
Professional Liability	\$500,000 Each Claim \$1,500,000 Aggregate \$2,500 Deductible	\$1,691

Endorsements to this policy: TBP-09, NM-123

Item 4. The following lawyers are named as individual Insureds:

Policyholder: Luck Law LLC
Kaitlyn Arielle Luck

Countersigned By: 

Date: 01-14-2025

CITY OF SANTA FE

LEGAL SERVICES CONTRACT

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

1. Scope of Services

The Contractor agrees to represent the City in the following matters as requested by the City Clerk's Office and the City Public Defender:

- a. Represent qualified criminal defendants in the City of Santa Fe Municipal Court and District Court. Such defendants shall have been determined to be eligible for free legal representation pursuant to a valid court order or a finding of eligibility consistent with the Indigent Defense Act, NMSA 1978, Section, 31-16-1 *et seq.* Such representation shall be provided in a professional, skilled manner consistent with the rules of professional responsibility, case law and applicable state court rules.
- b. Provide qualified representation to defendants at criminal case activities in Municipal Court when the Public Defender is unable to be present due to absence from the court or a conflict of interest has been determined.
- c. Consult with the defendant at hearings as appropriate and necessary.
- d. Communicate with friends and family about matters of public record (i.e., dates of hearings, etc.), if the client has consented.
- e. Maintain business records for one year after the representation is provided.
- f. Refrain from representing defendant(s) when such representation would present a legal conflict of interest unless the Public Defender or Contract Attorney obtains the prior written approval of the defendant(s). Conflicts should be noted in the file.
- g. Accept representation of defendant clients unless there is an actual conflict of interest. When an actual conflict exists, the Public Defender shall make reasonable attempts to obtain substitute counsel.
- h. Provide the City of Santa Fe with notice of intent to terminate the contract in writing, if unable to unwilling to personally perform the service for this contract, no less than thirty (30) days before the contemplated date of final service.

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:

\$150/hour for Kaitlyn Luck, Attorney. 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 Forty Thousand Dollars and No Cents (\$40,000), including gross receipts tax.

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 December 31, 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.

C. **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

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:		CONTRACTOR:
CITY CLERK'S OFFICE		KAITLYN A. LUCK
P.O. BOX 909		P.O. BOX 483
SANTA FE, NM 87504		TAOS, NM 87571

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

CITY OF SANTA FE:

Mark Scott
Mark Scott (Mar 19, 2025 16:53 MDT)
MARK SCOTT, CITY MANAGER

Date: 03/19/2025

CONTRACTOR:

Kaitlyn A. Luck
Kaitlyn A. Luck (Feb 17, 2025 19:58 MST)
Kaitlyn A. Luck, Attorney

Date: Feb 17, 2025

ATTEST:

Andrea Salazar
ANDREA SALAZAR (Mar 10, 2025 17:08 MDT)
ANDREA SALAZAR, CITY CLERK xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 18, 2025 09:37 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov

Signature: 
ANDREA SALAZAR (Mar 10, 2025 10:25 MDT)

Email: asalazar@santafenm.gov

Signature: XAVIER VIGIL

XAVIER VIGIL (Mar 19, 2025 17:00 MDT)

Email: xivigil@santafenm.gov