



City of Santa Fe, New Mexico

Memorandum



DATE: January 2, 2025

TO: Quality of Life Committee: 01/22/2025
Finance Committee: 01/27/2025
Governing Body: 01/29/2025

VIA: Johanna Nelson, Office of Economic Development Director JN

FROM: Patricia Feghali, Assistant City Attorney PF
Terry Lease, Office of Economic Development, Asset Development Manager TL

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Jake A. Garrison, Garrison Law Firm, LLC, Not to Exceed \$10,818.75 Including NMGR to Assign Rights and Duties of Declarant in the Las Estrellas Subdivision for a One Year Term (Patricia Feghali, Assistant City Attorney; pfeghali@santafenm.gov, Terry Lease, Office of Economic Development, Asset Development Manager; tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

On December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated ("Santa Fe Estates") terminated a 90-year-old agreement ("90-year Agreement") between the parties. During the due diligence process the City found that under the 90-year Agreement Santa Fe Estates owed the City approximately \$3,016,171, and in order to pay back the City for its debt Santa Fe Estates agreed to give the City full ownership of the remaining 248.03 acres of Santa Fe Estates undeveloped land; 30 acre feet of water to be deposited in the Water Bank; and the assignment of the rights of "Declarant" under the "Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates", as amended, (the "**Master Covenants**" or "**Non-Residential Covenants**"), and the "Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions, and Restrictions" (the "**Residential Covenants**"). The Residential Covenants and the Non-Residential Covenants collectively are referred to as the "**Covenants.**"

The Contractor must meet the obligations and requirements for the Declarant (as assigned to the City of Santa Fe when it accepted real property and Declarant's Rights) under the Las Estrellas Covenants and must perform or oversee the performance of:

- a. Draft necessary changes or amendments to the Covenants in order to remove Parcel 6A from the Residential Covenants.
- b. Convene any necessary meetings and complete all steps and paperwork necessary to amend the Covenants, as described above.
- c. Subject to the restrictions described below, Contractor shall perform all day-to-day duties and exercise all day-to-day authority vested in the Declarant under the Covenants, including but not limited to:
 - (i) keep or cause to keep good and accurate books and accounts of the Las Estrellas Residential and Master Associations, which the City may inspect at any time upon request; and
 - (ii) appoint members of the board of the Associations.
- d. Contractor shall not engage in any of the following activities, except as described above to remove Parcel 6A from the Residential Covenants, without the prior written consent of the City:
 - (i) amend or terminate the Covenants,
 - (ii) encumber, convey, or act or hold itself out as the owner of any or the properties subject to the Covenants; or

- (iii) release or remove all or a portion of any or all of the properties (or any other property) from the effect of the Covenants. The City may, from time to time, assign "Declarant" status of some or all of the properties to another person or entity, including any assignment included as part of any subsequent conveyance of some or all of the properties to another person or entity.
- e. Contractor may delegate any duties to subordinates or to HOA management including without limitation all administrative, record- keeping, accounting, and oversight obligations.

PROCUREMENT METHOD:

This is covered by the Blanket Services Determination, attached.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Economic Development/212

Munis Org Name/Number: EconDevOps/2122800

Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: Andy Hopkins **Date:** 01/06/2025

Comment/Exceptions: _____

ACTION REQUESTED:

The Office of Economic Development respectfully requests your review and approval.

ATTACHMENTS:

Declarant Professional Services Agreement

Blanket Services Determination

Item# _____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Jake A. Garrison, hereinafter referred to as the “Contractor,” and is effective as of the date of the last signature by the Parties.

BACKGROUND

Upon acquisition of the properties described in that certain “Termination Agreement” entered into on January 6, 2020, Item # 19-0926 and amended on June 24, 2020, Item # 20-0334, by and between the City and Santa Fe Estates, Incorporated, [SFE Declarant, LLC] (“Santa Fe Estates”), Santa Fe Estates agreed to assign its duties and rights as “Declarant” under the “Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates”, as amended, (the “Master Covenants” or “Non-Residential Covenants”), and the “Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions, and Restrictions” (the “Residential Covenants”). The Residential Covenants and the Non-Residential Covenants collectively are referred to as the “Covenants.”

On September 11, 2020 the City and Santa Fe Estates executed the “Assignment and Delegation of Declarant Rights and Status”, which formally assigned the rights and duties of the Declarant to the City.

The City wishes to designate Contractor as the City’s authorized agent to act as Declarant under these Covenants, in order for Contractor to act on City’s behalf in regard to these documents.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is made in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-125; and

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

WHEREAS, the Contractor does hereby accept its designation as the City’s authorized agent, rendering services related to Covenants for Santa Fe Estates for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

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

Contractor must meet the obligations and requirements for the Declarant (as assigned to the City of Santa Fe when it accepted real property and Declarant's Rights) under the Las Estrellas Residential and Non-Residential Covenants, Conditions, and Restrictions, and must perform or oversee the performance of:

- a. Draft necessary changes or amendments to the Covenants in order to remove Parcel 6A from the Residential Covenants.
- b. Convene any necessary meetings and complete all steps and paperwork necessary to amend the Covenants, as described above.
- c. Subject to the restrictions described below, Contractor shall perform all day-to-day duties and exercise all day-to-day authority vested in the Declarant under the Covenants, including but not limited to:
 - (i) keep or cause to keep good and accurate books and accounts of the Las Estrellas Residential and Master Associations, which the City may inspect at any time upon request; and
 - (ii) appoint members of the board of the Associations.
- d. Contractor shall not engage in any of the following activities, except as described above to remove Parcel 6A from the Residential Covenants, without the prior written consent of the City:
 - (i) amend or terminate the Covenants,
 - (ii) encumber, convey, or act or hold itself out as the owner of any or the properties subject to the Covenants; or
 - (iii) release or remove all or a portion of any or all of the properties (or any other property) from the effect of the Covenants. The City may, from time to time, assign "Declarant" status of some or all of the properties to another person or entity, including any assignment included as part of any subsequent conveyance of some or all of the properties to another person or entity.
- e. Contractor may delegate any duties to subordinates or to HOA management including without limitation all administrative, record- keeping, accounting, and oversight obligations.

2. Standard of Performance; Licenses.

A. The Contractor represents that it possesses the personnel, experience, and knowledge generally required in the industry to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of three hundred dollars (\$350) per hour for work provided by Contractor, or eighty dollars (\$80) per hour by work provided by work done by Contractor's assistants, such compensation not to exceed ten thousand dollars (\$10,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$10,818.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate one year from the Effective Date, 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 Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS

NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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 Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations arising from or under this Agreement, except for any liabilities, claims or obligations arising from any breach of this Agreement or any negligence by the City, its officers or employees. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. Seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City, except as may be required by law or court order.

12. Product of Service - Copyright.

All materials specifically developed for the City under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Proprietary tools or methods used by the Contractor in performing the services shall remain the property of the Contractor. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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 Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 5 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. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

20. Professional Liability Insurance.

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

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification.

The Contractor shall defend, indemnify, and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, but only to the extent caused by the negligent act or willful misconduct of the Contractor, its officers, employees, servants, subcontractors, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement.

Likewise, the City shall defend, indemnify, and hold harmless the Contractor from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, but only to the extent caused by the negligent act or willful misconduct of the City, its officers, employees, or agents. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. Seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

In the event that any action, suit, or proceeding related to the services performed by either the Contractor or the City, or any of their respective officers, agents, employees, servants, or subcontractors under this Agreement, is brought against either party, the party receiving notice of

such a proceeding shall, as soon as practicable but no later than five (5) days after it receives notice thereof, notify the legal counsel of the other party.

24. New Mexico Tort Claims Act.

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

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

27. Notices.

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

To the City: City of Santa Fe
Randy Randall, Interim City Manager
P.O. Box 909
Santa Fe, NM 87504-0909

With a copy to: City of Santa Fe
Erin K. McSherry, City Attorney
P.O. Box 909
Santa Fe, NM 87504-0909
ekmsherry@santafenm.gov

To the Contractor: Jake Garrison
The Garrison Law Firm, LLC
1212 Pennsylvania St, NE
Albuquerque, NM 87110
jake@garrisonlawnm.com

28. Authority.

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

29. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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 the City may seek all 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.

34. Does Not Prohibit Other Work.

The City is not aware of any reason that this Agreement would prohibit the City from using Southwest Title and Escrow, which is owned by Contractor, for title work on properties not covered under this Agreement.

***[REST OF PAGE LEFT INTENTIONALLY BLANK]
SIGNATURES APPEAR ON NEXT PAGE***

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

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

Jake A. Garrison

JAKE A. GARRISON
The Garrison Law Firm, LLC – Managing
Member/Attorney

DATE: _____

DATE: Dec 18, 2024

CRS# 03-308835-00-7
Bar Registration # 28137

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY’S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 18, 2024 16:49 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26


Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-11-26 - 7:52:49 PM GMT

Signature: Patricia Feghali
Patricia Feghali (Dec 31, 2024 11:42 MST)
Email: pfeighali@santafenm.gov

Signature: 
Email: tjlease@santafenm.gov

Signature: 
Johanna Nelson (Dec 31, 2024 12:17 MST)
Email: jcnelson@santafenm.gov

TAPIA, ERMINIA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, January 24, 2025 9:23 AM
To: NGUYEN, NINA A.
Cc: LEASE, TERRY J.; FEGHALI, PATRICIA; LOVATO, JOANN D.; TAPIA, ERMINIA M.; NELSON, JOHANNA C.; OSTER, EMILY K.
Subject: Re: Contract for legal services - not sure if procurement was included
Attachments: mime-attachment.eml

Nina, you may use the blanket services determination or this email.

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

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



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

On Jan 24, 2025, at 9:20 AM, NGUYEN, NINA A. <nanguyen@santafenm.gov> wrote:

Good morning, Travis:

I have attached the Vendor's COI to this packet.

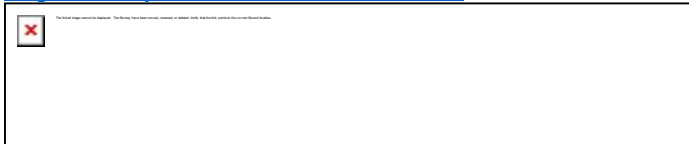
Would you please get us a written determination so I can send the completed packet to Erminia for the Finance Committee? Erminia said that she needs it by 10:00 or this will be pushed to next month. Pat will be gone before the next Finance Committee and Governing Body.

Thank you,

Nina Nguyen (n-yen)
Asset Development Associate
Office of Economic Development
Cell: (505) 819-1870

The City of Santa Fe is hiring! Please click on the link to see all job listings:
[Employment opportunities \(munisselfservice.com\)](https://munisselfservice.com)

Sign up for our newsletter if you want more info about opportunities for businesses and economic development activity in Santa Fe:
<https://bit.ly/SantaFeEconDevNews>



From: NGUYEN, NINA A.
Sent: Thursday, January 23, 2025 2:56 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: LEASE, TERRY J. <tjlease@santafenm.gov>; FEGHALI, PATRICIA <pfeghali@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>
Subject: RE: Contract for legal services - not sure if procurement was included

Good afternoon, Travis:

The vendor has requested the COI. I have attached the Horizon's list of services and highlighted Lawyers under the blanket services determination.

Would you be able to give us a written determination of services, please?

This has already passed QoL and we would like to continue with the Finance and GB. We need to have the complete packet by 10:30 tomorrow morning.

I really appreciate your time and apologize that this wasn't complete.

Thank you,

Nina Nguyen (n-yen)
Asset Development Associate
Office of Economic Development
Cell: (505) 819-1870

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[Employment opportunities \(munisselfservice.com\)](https://munisselfservice.com)

Sign up for our newsletter if you want more info about opportunities for businesses and economic development activity in Santa Fe:

<https://bit.ly/SantaFeEconDevNews>



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, January 23, 2025 1:07 PM
To: NGUYEN, NINA A. <nanguyen@santafenm.gov>
Cc: LEASE, TERRY J. <tjlease@santafenm.gov>; FEGHALI, PATRICIA <pfeghali@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>
Subject: RE: Contract for legal services - not sure if procurement was included

Nina,

Obtaining service determinations is just one of the many procurement requirements. Please use the “roadmap” to ensure the packet has all the required information/documents.

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



"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: NGUYEN, NINA A. <nanguyen@santafenm.gov>
Sent: Thursday, January 23, 2025 12:54 PM
To: OSTER, EMILY K. <ekoster@santafenm.gov>
Cc: LEASE, TERRY J. <tjlease@santafenm.gov>; FEGHALI, PATRICIA <pfeghali@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: FW: Contract for legal services - not sure if procurement was included
Importance: High

Good afternoon, Emily and Travis:

I saw that Lawyers were covered under the blanket services determination, and this is why I didn't send this packet through the Procurement channel.

I apologize if I was incorrect.

We are working on getting the insurance certificate, but that might take them a day or two, depending on if they can reach their insurance representative.

Please let me know what else you need and I will do my best to get that by the end of the day.

Thank you,

Nina Nguyen (n-yen)
Asset Development Associate
Office of Economic Development
Cell: (505) 819-1870

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Sign up for our newsletter if you want more info about opportunities for businesses and economic development activity in Santa Fe:

<https://bit.ly/SantaFeEconDevNews>



From: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Sent: Thursday, January 23, 2025 10:51 AM
To: NGUYEN, NINA A. <nanguyen@santafenm.gov>
Subject: FW: Contract for legal services - not sure if procurement was included
Importance: High

From: OSTER, EMILY K. <ekoster@santafenm.gov>
Sent: Thursday, January 23, 2025 10:44 AM
To: LEASE, TERRY J. <tjlease@santafenm.gov>; FEGHALI, PATRICIA <pfeghali@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D.

<jdlovato@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>

Subject: FW: Contract for legal services - not sure if procurement was included

Importance: High

Hi Pat and Terry,

In reviewing the attached Declarant Packet for the contract with Garrison Law Firm, I noted that some of the normal documents were not included in the packet. It does not appear that the packet has been through the Procurement review process, and I did not see a certificate of insurance.

I sent the packet to Purchasing yesterday evening and Travis confirmed that there needs to be a CPO determination of exemption or an explanation that this is being processed as a small purchase. Either way, contracts must go through the normal contract packet process and contain all required documentation as shown in the Purchasing Roadmap (attached here).

I know this item is scheduled to go to Finance Committee and Governing Body next week. I am hopeful that the procurement piece can be addressed today so the packet updated in time to make the agendas for next week. Please reach out to Purchasing ASAP. I've included Travis and JoAnn here to flag this item as urgent.

Thank you,

Emily K. Oster, CPA, CGMA, CPO
Finance Director
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
C: 505-629-3411
ekoster@santafenm.gov
santafenm.gov



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

Sent: Wednesday, January 22, 2025 9:57 PM

To: OSTER, EMILY K. <ekoster@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>

Subject: RE: Contract for legal services - not sure if procurement was included

Hi, thank you for bringing this to our attention. They need to have a CPO determination of exemption or explain that they're processing as a small purchase. Either way, contracts must go through the normal contract packet process and contain all required documentation as shown in our roadmap.

Thanks,

Travis

From: OSTER, EMILY K. <ekoster@santafenm.gov>
Sent: Wednesday, January 22, 2025 6:18 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Contract for legal services - not sure if procurement was included

Hi Travis and JoAnn,

The attached legal services contract came to me for signature. The amount is small. I do not see a certificate of insurance in the packet, and the memo does not include a sign-off from procurement. I wanted to flag this item for you both for possible follow-up to make sure you have everything needed for your files.

Thank you,

Emily K. Oster, CPA, CGMA, CPO
Finance Director
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
C: 505-629-3411
ekoster@santafenm.gov
santafenm.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER The Bar Plan Agency 622 Emerson Road, Suite 100 St. Louis, MO 63122	CONTACT NAME: Christina Lewis Abate	
	PHONE (A/C. No. Ext): (314) 965-3333	FAX (A/C. No):
E-MAIL ADDRESS: cmlewisabate@thebarplan.com		
PRODUCER CUSTOMER ID #:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Garrison Law Firm, LLC 1212 Pennsylvania St. Albuquerque, NM 87110	INSURER A: The Bar Plan Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Lawyers' Professional Liability <input checked="" type="checkbox"/> Claims-Made and Reported GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			LPL 0017696-2024	09/01/2024	09/01/2025	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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