



The Purchasing Memo

Date: August 29, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Jesse Roach, Interim Public Utilities Director JR

Subject: Amendment No.1 to Legal Contract- City Reservoir Infrastructure Improvements Projects

Vendor Name: Spencer Fane, LLP

Munis Vendor Number: 10717

ITEM AND ISSUE:

Public Utilities respectfully requests your review and approval of Amendment No.1 to Contract Number 3250308 with Spencer Fane, LLP (Contractor') for Legal Services. Amendment No.1 increases the amount of compensation and extends the term for mediation or litigation by \$570,000 excluding tax for a total compensation of \$616,668.75 not to exceed for a term of 4 years.

CONTRACT NUMBER:

Munis contract number is 3250308

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.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT / 505

Munis Org Name/Number: Wtr Rsrscs / 5050387

Munis Object Name/Number: Legal Cntr / 510200

Budget Officer / Designee: Andy Hopkins Date: 08/29/2025

Budget Officer Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250308
Original Contract Item #: 24-0674
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE,
AMENDMENT No. 1 TO
Contract # 3250308**

LEGAL SERVICE CONTRACT

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated November 27, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Spencer Fane, LLP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Pursuant to Article 3 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of four hundred and fifty thousand dollars (\$450,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the 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 five hundred seventy thousand dollars (\$570,000), plus gross receipts tax, currently forty-six thousand six hundred and sixty-eight and seventy-five cents (\$46,668.75) for a total of six hundred and sixteen thousand six hundred sixty-eight and seventy-five cents (\$616,668.75) for the term of this Contract.

2. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on September 1, 2028, 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 service contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Spencer Fane, LLP

Randy Bartell

Randy Bartell Aug 28, 2025 15:08:41 MDT

Randy Bartell, Partner

DATE: Aug 28, 2025

NMBTIN: 0356929500

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 28, 2025 15:17:29 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



Date: October 4, 2024

To: Randy Randall, City Manager RR

Via: Erin McSherry, City Attorney EM

From: Marcos Martinez, Senior Assistant City Attorney MM
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 NMGRT for City Reservoir Infrastructure Improvement Projects with Spencer Fane, LLC. (Marcos Martinez, Senior Assistant City Attorney, 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, 505-955-6512

ATTACHMENTS:

Current COI

Signature: *Amy Cawthon*

Email: amcawthon@santafenm.gov

Signature: *Eric McSherry*

Email: ekmcsherry@santafenm.gov

Signature: *Marcos Martinez*

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

Email: mdmartinez@santafenm.gov

Signature: *Randy Randall*

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

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Signature Date: 2024-11-18 - 11:44:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
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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



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






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Final Audit Report

2024-09-13

Created:	2024-09-13
By:	Amy Cawthon (amcawthon@santafenm.gov)
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-  Agreement completed.
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CM - 505 - Spencer Fane - Exempt MEMO & COI

Final Audit Report

2024-11-26

Created:	2024-11-20
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
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"CM - 505 - Spencer Fane - Exempt MEMO & COI" History

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(tkduttonleyda@santafenm.gov) for signature. One of them to sign
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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



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Signature: 

Email: jdroach@santafenm.gov

