



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

October 23, 2023

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor *TMK*

SUBJECT: Approval of the First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for Outside Counsel Legal Services between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque for representation in the following case:

Courtney Foster and Matthew Kiscaden on their behalf and on behalf of similarly situated persons v. City of Albuquerque; 1:19-cv-00270-scy-KBM

Silver, Gerald v. City of Albuquerque; D-202-CV-2023-01044; 22-27571 (RK)

Manuel Gonzales III, a candidate for Mayor of Albuquerque v. Ethan Watson, in his official capacity as City Clerk, Nos. D-202-CV-2021-04323 and A-1-CA-39971

Jessica Morning, Bob Martinez, and Phyllis Thorson, on behalf of themselves and others similarly situated, and Sheriff Manny Gonzales v. Ethan Watson, in his individual capacity as Albuquerque City Clerk, and the City of Albuquerque, including its City Clerk's Office, No. D-202-CV-2021-04267, sub nom. Manny Gonzales, on his own behalf and in his capacity as a candidate for Mayor of Albuquerque v. Ethan Watson, in his individual capacity and his official capacity as Albuquerque City Clerk, and the City of Albuquerque, including its City Clerk's Office, No. A-1-CA-40373

And other Risk or Legal Matters, as assigned.

The First Supplemental Agreement is for One Hundred Thousand Dollars and No/100 (\$100,000.00).

Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

TITLE/SUBJECT OF LITIGATION: Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Peifer, Hanson, Mullins & Baker P.A.. and the City of Albuquerque.

Approved:

Approved as to Legal Form:

 11/14/23
Samantha Sengel Date
Chief Administrative Officer

 11/13/23
Lauren Keefe Date
City Attorney

Recommended:

 11/13/23
Risk Manager Date

Cover Analysis

- 1. What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque.
- 2. What will this piece of legislation do?** This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of representation in the Risk Management cases assigned to the Legal Department.
- 3. Why is this project needed?** This is needed for representation in the litigation process for the cases referenced. These cases were referred to outside counsel for the special expertise of the firm and workload management.

How much will it cost and what is the funding source? This Agreement is One Hundred Thousand Dollars and No/100 (\$100,000.00). The Risk Department will fund this First Supplemental Legal Services Agreement.

- 4. Is there a revenue source associated with this contract? If so, what level of income is projected?** N/A.

FISCAL IMPACT ANALYSIS

TITLE: Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque. R: EC O: FUND: 705 DEPT: DFAS

- [x] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- [] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2024	Fiscal Years 2025	2026	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[x] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of representation in the Risk Management cases assigned to the Legal Department.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

11/2/2023 | 2:20 PM MDT

11/6/2023 | 9:51 AM MST

11/6/2023 | 2:02 PM MST

11/8/2023 | 4:00 PM MST

PREPARED BY:

DocuSigned by:
Alan R. Gadowski
C078B5E63243AEE2

DocuSigned by:
Krystle Hernandez
ABE3AEB4D5C1ACD

APPROVED:

DocuSigned by:
Dorina Sandoval
08F4D687C3CA4E2

DocuSigned by:
Lauren Keefe
1A21D96032C74EE

REVIEWED BY:

DocuSigned by:
Kevin E. Noll
D5A9A311B430448

11/8/2023 | 11:24

DocuSigned by:
Brynnlee Davis
CB204ADD4260484

11/8/2023 | 3:41

DocuSigned by:
Christine Baumer
E92C282346CC47D

11/8/2023 | 3:56 PM MST

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
PEIFER, HANSON, MULLINS & BAKER P.A.
AND THE CITY OF ALBUQUERQUE**

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and PEIFER, HANSON MULLINS & BAKER P.A., a New Mexico professional corporation, whose address is 20 First Plaza Center NW # 725, Albuquerque, New Mexico 87102-5805 ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, effective July 1, 2023, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

WHEREAS, the City has determined that the need for Contractor's services has exceeded original expectations and additional compensation is required to account for the City's increased use of Contractor's services; and

WHEREAS, the Contractor is agreeable to providing continued services and to the additional compensation.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 3A of the Original Agreement is hereby deleted in its entirety and replaced with the following:

A. Compensation. The City agrees to pay the Contractor up to the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), which amount includes an additional One Hundred Thousand and NO/100 Dollars (\$100,000.00) added in a First Supplemental Agreement to this Agreement, for Services performed (the "Compensation"), plus reimbursement of expenses as provided in Section 3.C. below and any applicable gross receipts taxes on such amounts. Such amounts shall constitute full and complete compensation for the Contractor's Services under this Agreement.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

3. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

4. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The Parties agree this First Supplemental Agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

THIS SPACE INTENTIONALLY LEFT BLANK

CONTRACT CONTROL FORM

Contact: Krystle Hernandez
Phone: 768-4555

Req. Num.: Risk funded
Acct. Num. : Risk Funded
Act. Num.:

CCN: 202301132

PRELIMINARY

Type of Agreement: Professional/Technical Services - Legal Services Agreement
Description: Legal Services
Dept/Div: Legal/

For Grants Only:
Indirect Costs for General Fund Services
% _____
\$ _____

Vendor: Peifer, Hanson, Mullins & Baker P.A.
Contract Amount: \$100,000.00 Payable
Contract Total:

Contract Term: 07/01/2023 to: 06/30/2024
FY Aggregate: \$100,000.00
Date Submitted: 05/16/2023

PROCUREMENT:

WAIVERS REQUIRED:

RFP: No
Ins:

Waiver Letter Attached: _____ Approved: _____
Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____
Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: _____
Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<div>DS JB</div>	6/14/2023 9:53 AM MDT		
Asst. City Attorney:			<div>DS ME</div>	6/13/2023 4:17 PM MDT	<div>DS KH</div>	6/13/2023
CIP:						
City Attorney:			<div>DS LK</div>	6/13/2023 4:31 PM MDT		
CAO:						
Department:			<div>DS ARG</div>	6/13/2023 6:38 AM MDT 6/14/2023 8:36 AM MDT	<div>DS JC</div>	6/13/2023
Budget:						
Others:					<div>DS KH</div>	6/13/2023 9:39 AM MDT

4:02 PM MDT

4:32 PM MDT

9:39 AM MDT

**CITY OF ALBUQUERQUE
LEGAL SERVICES AGREEMENT
BETWEEN
PEIFER, HANSON, MULLINS & BAKER P.A.
AND THE CITY OF ALBUQUERQUE**

THIS AGREEMENT is made and entered into as of the last dated signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Peifer, Hanson, Mullins & Baker P.A., a New Mexico professional corporation, whose address is 20 First Plaza Center NW # 725, Albuquerque, New Mexico 87102-5805 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

WHEREAS, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case:

Courtney Foster and Matthew Kiscaden on their behalf and on behalf of similarly situated persons v. City of Albuquerque; 1:19-cv-00270-scy-KBM

Silver, Gerald v. City of Albuquerque; D-202-CV-2023-01044; 22-27571 (RK)

Manuel Gonzales III, a candidate for Mayor of Albuquerque v. Ethan Watson, in his official capacity as City Clerk, Nos. D-202-CV-2021-04323 and A-1-CA-39971

Jessica Morning, Bob Martinez, and Phyllis Thorson, on behalf of themselves and others similarly situated, and Sheriff Manny Gonzales v. Ethan Watson, in his individual capacity as Albuquerque City Clerk, and the City of Albuquerque, including its City Clerk's Office, No. D-202-CV-2021-04267, sub nom. Manny Gonzales, on his own behalf and in his capacity as a candidate for Mayor of Albuquerque v. Ethan Watson, in his individual capacity and his official capacity as Albuquerque City Clerk, and the City of Albuquerque, including its City Clerk's Office, No. A-1-CA-40373

And other Risk or Legal Matters, as assigned.

2. Time of Performance. Services of the Contractor shall commence July 1, 2023 and shall continue through June 30, 2024. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. Compensation and Method of Payment.

A. Compensation. The City agrees to pay the Contractor up to the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00), for Services performed (the "Compensation"), plus reimbursement of expenses as provided in Section 3.C below and any applicable gross receipts taxes on such amounts. Such amounts shall constitute full and complete compensation for the Contractor's Services under this Agreement.

The parties understand that the Compensation limitation of \$100,000 in this Agreement is not a representation by the Contractor that the case can be defended for a total sum equal to or less than that amount, but instead represents the maximum amount the City can pay under this Agreement without further approval of the City Council.

Contractor has made no estimate of total costs and expenses and is unable to do so at this stage of the litigation.

B. Method of Payment. The Compensation shall be payable at the following rates for professional services, which rates are **exclusive of gross receipts taxes: Attorney services = \$350.00 per hour; paralegals = \$115.00 per hour.**

Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

C. Reimbursement of Expenses. The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed at no greater than one-half of the traveling party's hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

D. Invoices and Payments. Compensation and expense reimbursements shall be paid to the Contractor monthly upon receipt by the City Legal Department of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and in accordance with subsection E. below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

E. Time Records. The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

F. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

G. Responsibility to Monitor Contract Billing. Both Parties shall be responsible for assuring that the Contractor does not bill for Services in an amount exceeding the contract amount. The Contractor shall provide monthly ledger reports to the City Attorney identifying the total amount the Contractor has billed for Services under this Agreement. The required monthly ledger reports can be included in the Contractor's monthly invoice. If at any time the Contractor determines that payment for Services may exceed the contract amount, the Contractor shall notify the City Attorney's Office in writing.

4. Interest of Contractor.

A. It is understood and agreed by the parties that Contractor from time to time represents the Albuquerque Journal and its affiliated publications and companies with regard to first amendment and open government issues and that nothing in this agreement is intended to preclude Contractor from continuing that representation, even when the interests of the Albuquerque Journal or its affiliates are adverse to those of the City. To that end, the City agrees that it waives any conflict of interest that might arise from the Contractor's representation of the Albuquerque Journal or its affiliates in matters involving the first amendment or open government matters (including, but not limited to matters arising from press access, the inspection of public records act, or the open meetings act). Apart from these matters, the Contractor represents and warrants that any conflicts will be addressed as required by the Rules of Professional Responsibility.

B. The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

C. Upon notification of such a conflict, the City Attorney will inform the Contractor in writing within ten (10) days of receipt of the notification, that the City will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the City Attorney should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

D. If the Contractor refuses to cease representation, or if the Contractor fails to notify the City of potential conflict, the City may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternate representation, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys' fees incurred by the City in obtaining the assistance of alternate counsel.

E. The City is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the City will provide a summary of costs incurred by this counsel and will pay any applicable amounts remaining due to the Contractor.

5. Records, Pleadings, and Case File. Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. Reports Required. Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, § 2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

CITY OF ALBUQUERQUE
Lauren Keefe, City Attorney
Post Office Box 2248
Albuquerque, New Mexico 87103
(505) 768-4500

Peifer, Hanson, Mullins & Baker P.A.
20 First Plaza Center NW #725
Albuquerque, NM 87102
Attorney for City of Albuquerque

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. Assignment Prohibited. The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

13. Subcontracting Prohibited. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. Release from Liability. The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City of Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

15. Insurance. The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

16. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

17. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

18. Amendments. This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

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

20. Interpretation. This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

21. Approval Required. This Agreement shall not become effective or binding until all required signatures have been obtained.

22. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The Parties agree this First Supplemental Agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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EXHIBIT A

Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. NA

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. NA

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

D. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

E. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written

CONTRACTOR:

Company: PeiferHanson Mullins & Baker

Approved By: 
6A04EB36E83C4A8...

Name: Robert Hanson

Date: 6/13/2023 | 3:55 PM MDT

Title: VP

CITY OF ALBUQUERQUE:

Approved By: 
6393AC1BB5C845E...

Name: Jeannette Chavez

Date: 6/13/2023 | 4:32 PM MDT

Title: Risk Manager

Approved By: 
5EAB2A5A4D104D1...

Name: Jennifer Bradley

Date: 6/14/2023 | 9:53 AM MDT

Title: Chief Procurement Officer


29744C8336764F5...
donna Sandoval

6/14/2023 | 8:36 AM MDT

Deputy DFAS Director/City Controller


1A21D96D32C74EE...

Lauren Keefe

6/13/2023 | 4:31 PM MDT

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/12/2023

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

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

PRODUCER DANIELS-HEAD INSURANCE AGENCY INC 1001 CAPITAL OF TEXAS HWY S WEST LAKE HILLS, TX 787466438 (888) 661-3938	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7604 E-MAIL: service.center@travelers.com ADDRESS: service.center@travelers.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURER B : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 PEIFER, HANSON, MULLINS &
 BAKER, PA
 P.O BOX 25245
 ALBUQUERQUE, NM 87125

COVERAGES
CERTIFICATE NUMBER: 371947728270231

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		680-8570C929-22	12/01/2022	12/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$				
	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						N/A	UB-7J218866-22	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

CERTIFICATE HOLDER
CANCELLATION

 CITY OF ALBUQUERQUE
 PO BOX 2248
 ALBUQUERQUE, NM 87103

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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