



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

January 9, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor



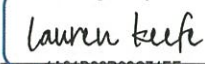
SUBJECT: Administrative Hearings Contract Amount Extension of \$25,000

The Office of the City Clerk is currently engaged in a contract with Ripley B. Harwood in the amount of \$100,000 to conduct miscellaneous and ASE speed camera hearings. The Clerk's Office has had to utilize the administrative hearing contract at a greater capacity than originally anticipated and we expect to exceed the funding under the current contract around March of 2025. In order to continue conducting administrative hearings while we actively seek a permanent Chief Administrative Hearing Officer, we respectfully request the Council's approval of an additional \$25,000 to the existing contract in order to continue conducting administrative hearings through the end of Fiscal Year 2025.

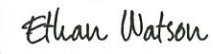
Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 1/15/2025 | 4:17 PM MST
1A21D88D32C74EE...
Lauren Keefe Date
City Attorney

Recommended:

DocuSigned by:
 1/15/2025 | 3:03 PM MST
49D7E50AAABD429...
Ethan Watson Date
City Clerk

Cover Analysis

1. What is it?

A request to exceed the \$100,000 P/T limit on the City Clerk's contract with Ripley Harwood in order to continue providing administrative hearings through Fiscal Year 2025.

2. What will this piece of legislation do?

Allow the Clerk's Office to amend its current contract with its hearing officer to exceed \$100,000.

3. Why is this project needed?

This legislation will allow the Clerk's Office continue conducting city administrative hearings.

4. How much will it cost and what is the funding source?

The Clerk's office will utilize existing vacancy savings and other contract funding allocations to cover the additional \$25,000.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

N/A

6. What will happen if the project is not approved?

The Clerk's Office will have to suspend holding administrative hearings.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: Administrative Hearings Contract Amount Extension of \$25,000

R: O:
FUND:110

DEPT:City Clerk

- ☒ 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:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<hr/>				
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> 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: Department has sufficient appropriations to fulfill contract.

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

PREPARED BY: Rachel Rodarte

APPROVED: Ethan Watson

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Rachel Rodarte
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DocuSigned by:
Ethan Watson
1/15/2025 | 3:03 PM MST
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FISCAL ANALYST

DIRECTOR

REVIEWED BY: Christopher Peck

Signed by: *Stephen Morales* 1/15/2025 | 4:12
E0C93C6061A3103
EXECUTIVE BUDGET ANALYST

DocuSigned by: *Donna Sandoval* 1/15/2025 | 4:14
D8E4D867C3CA4E2
BUDGET OFFICER

Signed by: *Christine Borneo* 1/15/2025 | 4:16 PM MST
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CITY ECONOMIST

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and RIPLEY B HARWOOD, an Individual, 201 Third St., NW, Suite 1300, Albuquerque, NM 87102 ("Contractor").

RECITALS

WHEREAS, the City desires to hire a contractor to conduct administrative hearings under assorted City Ordinances; and

WHEREAS, the Contractor has experience conducting hearings and adjudicating matters; and

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

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

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

1. Scope of Services. The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

A. Conduct hearings as a hearing officer under various City Ordinances, including preparing for hearings, conducting hearings, and issuing written decisions.

B. Provide written decisions of each hearing to the City within (30) thirty days, unless otherwise provided by law or ordinance, which includes the hearing officer's findings of facts, conclusions regarding all material issues of law, as well as reasons therefore.

C. Perform all duties and legal obligations in the most cost-effective manner possible.

D. Refrain from contact with news media unless approved in advance by the City.

2. Term of Agreement. The term of this Agreement shall start on the date of final execution of this Agreement and shall end on June 30, 2025, unless otherwise terminated as provided herein.

3. Compensation and Method of Payment.

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable at the rate of One hundred fifty and No/100 Dollars (\$150.00) per hour, which rate excludes any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provision 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, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. 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 determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. **Responsibility to Monitor Contract.** The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque
P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. 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. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 Per Occurrence

\$2,000,000.00 Policy Aggregate

\$1,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 Personal and Advertising Injury

\$ 5,000.00 Medical Payments

The 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. Commercial Automobile Liability Insurance ("CAL"): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. 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.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the

basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that 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 any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow 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 related 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. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to 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.

19. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

31. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: RIPLEY B HARWOOD RIPLEY B HARWOOD PC

Approved By:

DocuSigned by:
Ripley B Harwood
18038A93905E4B8

Date:

1/22/2024 | 10:19 AM MST

Name:

Ripley B Harwood

Title:

President

CITY OF ALBUQUERQUE:

Approved
By:

DocuSigned by:
Lauren Keefe
1A21D96D32C74EE

Date:

1/22/2024 | 5:13 PM MST

Name:

Lauren Keefe

Title:

City Attorney

DS
MW

Approved
By:

DocuSigned by:
Ethan Watson
49D7E50AA8D429

Name:

Ethan Watson

Date:

1/22/2024 | 10:23 AM MST

Title:

City Clerk

DS
ME

Approved
By:

DocuSigned by:
Jennifer Bradley
5EAB2A5A4D104D1

Name:

Jennifer Bradley

Date:

1/22/2024 | 5:15 PM MST

Title:

Chief Procurement officer

SECOND AMENDMENT

THIS SECOND AMENDMENT ("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 RIPLEY B HARWOOD, an Individual, 201 Third St. NW, Suite 1300, Albuquerque, NM 87102 ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an agreement, dated January 22, 2024, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to perform certain Services. The Original Agreement was procured pursuant to Section 5-5-20(T) ROA 1994; and

WHEREAS, the City and Contractor executed a First Amendment to the Original Agreement on April 24, 2024, to provide for additional compensation to cover additional services required; and

WHEREAS, the City requires additional services within the scope of work contemplated by the Original agreement, and must adjust the total compensation for the additional services to be paid at the same rate contemplated by the Original Agreement; and

WHEREAS, the City increased the amount of the Original Agreement in the First Amendment dated April 24, 2024 to ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00), which was an increase of EIGHTY THOUSAND and NO/100 DOLLARS (\$80,000.00), and

WHEREAS, the City and Contractor agree that to provide for continued services the total compensation amount should be increased to ONE HUNDRED TWENTY-FIVE THOUSAND and NO/100 DOLLARS (125,000.00), which is an increase of TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00), and

WHEREAS, the Contractor is agreeable to the changes.

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

1. Section, 3, subsection A of the Original Agreement is hereby amended by deleting that subsection in its entirety and inserting the following language in lieu thereof:

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of ONE HUNDRED TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$125,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Service, including all expenditures made and expenses incurred by the Contractor in performing the Services.

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 Agreement, in which event, the terms and conditions of this Agreement shall control.

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

FIRST AMENDMENT

THIS FIRST AMENDMENT ("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 RIPLEY B HARWOOD, an Individual located at 201 Third St NW Suite 1300 Albuquerque, NM 87102 ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an agreement, dated January 22, 2024, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to perform certain Services,

WHEREAS, the City requires additional services within the scope of work contemplated by the Original agreement, and must adjust the total compensation for the additional services to be paid at the same rate contemplated by the Original Agreement,

WHEREAS, the City intends to change the total compensation amount to ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00), which is an increase of EIGHTY THOUSAND and NO/100 DOLLARS (\$80,000.00), and

WHEREAS, the Contractor is agreeable to the changes.

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

1. Section 3, subsection A of the Original Agreement is hereby amended by deleting that subsection in its entirety and inserting the following language in lieu thereof:

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

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 Agreement, in which event, the terms and conditions of this Agreement shall control.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

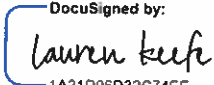
CONTRACTOR:

Company: RIPLEY B HARWOOD

Approved By: 
Name: Ripley Harwood

Date: 4/24/2024 | 1:12 PM PDT
Title: President

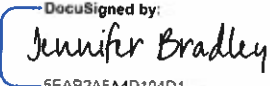
CITY OF ALBUQUERQUE:

Approved By: 
Name: Lauren Keefe

Date: 4/24/2024 | 3:22 PM MDT
Title: city Attorney

Approved By: 
Name: Ethan Watson

Date: 4/24/2024 | 2:23 PM MDT
Title: city clerk

Approved By: 
Name: Jennifer Bradley

Date: 4/24/2024 | 4:26 PM MDT
Title: Chief Procurement officer