



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

May 15, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Approval of Outside Counsel for Legal Services Agreement with North Star Legal Group, LLC.

Transmitted herewith for City Council consideration and approval is outside counsel for legal services agreement between North Star Legal Group, LLC (formerly Paul L. Civerolo, LLC) and the City of Albuquerque Department of Finance and Administrative Services, Risk Management Division for representation of the City in various workers' compensation cases as assigned by the Risk Management Division.

The City of Albuquerque Department of Finance and Administrative Services, Risk Management Division, issued a Request for Letters of Interest posted March, 2026, to solicit proposal from qualified legal firms wishing to represent the city in various workers' compensation cases as assigned by the Risk Management Division.

This proposed agreement with North Star Legal Group, LLC is for professional legal services up to a contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) annually, dependent upon the Risk Management Division's need to litigate workers' compensation cases. The term of the initial contract is one (1) year, and may be extended for up to two (2) two (2) year periods at Three Hundred Thousand dollars (\$300,000) per supplement, for a total term of five (5) years. The total amount of the contract is Seven Hundred Fifty Thousand Dollars (\$750,000.00).

Immediate action is needed for the approval of this contract in order to ensure on-going legal services being delivered by North Star Legal Group, LLC continues without any disruption.

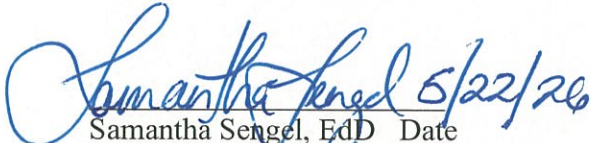
City Council approval is required pursuant to section 5-5-19, Approval of Purchases, ROA 1994 of the City's Public Purchase Ordinance. I am forwarding this Agreement for your consideration and action.

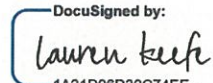
Staff will be available to respond to questions at the appropriate hearings.

TITLE/SUBJECT OF LEGISLATION: Approval of Outside Counsel for Legal Services Agreement with North Star Legal Group, LLC.

Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 5/20/2026 | 7:32 PM MDT
1A21D96D32C74EE...
Date
City Attorney

Recommended:

Initial

Signed by:
 5/19/2026 | 1:08 PM MDT
08F4D667C3CA4E2...
Donna Sandoval Date
Director, Department of Finance and
Administrative Services

Cover Analysis

1. What is it?

This is a request for approval for a five (5) year contract between the City of Albuquerque Department of Finance and Administrative Services, Risk Management Division and North Star Legal Group, LLC (formerly Paul L. Civerolo, LLC). Lynn & Associates, LLC, an existing workers' compensation contractor with the City, has merged its practice with North Star Legal Group, expanding service capacity and contributing to the increased contract amount.

2. What will this piece of legislation do?

Approval of this legislation will authorize the provision of outside legal defense services for workers' compensation cases on behalf of the City of Albuquerque.

3. Why is this project needed?

The Risk Management Division requires outside legal defense services to effectively manage and litigate for workers' compensation claims brought against the City of Albuquerque.

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

The contract will cost up to One Hundred Fifty Thousand Dollars (\$150,000) annually, based on need. Initial term is one (1) year, with two (2) optional two (2) year extensions at Three Hundred Thousand Dollars (\$300,000) per extension. Total contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

Funding source: Risk Management Fund 705, Account 526321, Department 2542100.

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

No.

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

The City will lack sufficient legal representation regarding workers' compensation matters leaving only one other approved law firm to handle these cases.

7. Is this service already provided by another entity?

Yes. These services are currently being provided by YLAW, P.C.

FISCAL IMPACT ANALYSIS

TITLE: North Star Legal Group, LLC (formerly Paul L. Civerolo, LLC).

R: O:
 FUND: 705
 DEPT: 2542100

- 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:

	2026	Fiscal Years		2027	Total
		2027	#	2027	
Base Salary/Wages					-
Fringe Benefits at					-
Subtotal Personnel	-	-	-	-	-
Operating Expenses					-
Property					-
Indirect Costs	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
<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: Please note, the estimated annual cost will be up to One Hundred Fifty Thousand Dollars (\$150,000), based on need. Initial term is one (1) year, with two (2) optional two (2) year extensions at Three Hundred Thousand Dollars (\$300,000) per extension. Total contract amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000).
 Funding source: Risk Management Fund 705, Account 526321, Department 2542100. Funds have been appropriated for this contract, and no fiscal impact over the approved budget is expected.

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

PREPARED BY:

DocuSigned by:
Gabrielle Bannalos 5/19/2026 | 12:42 PM MDT
 B241B99D1EE34FC
 FISCAL ANALYST

APPROVED:

Signed by:
Donna Sanderson 5/19/2026 | 1:08 PM MDT
 08E4D687C3CA4E2
 DIRECTOR

REVIEWED BY:

DocuSigned by:
Haiyan Zhao 5/19/2026 | 3:28 PM MDT
 E118E31D8C94B2
 EXECUTIVE BUDGET ANALYST

Signed by:
Donna Sanderson 5/19/2026 | 3:29 PM MDT
 08F4D687C3CA4E2
 BUDGET OFFICER

Signed by:
Christine Boerner 5/19/2026 | 3:36 PM MDT
 BA2C41AA2D854FD
 CITY ECONOMIST

**LEGAL SERVICES AGREEMENT
BETWEEN
NORTH STAR LEGAL GROUP, LLC
AND
THE CITY OF ALBUQUERQUE**

THIS AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and North Star Legal Group, LLC (“Contractor”), whose address is 4001 Indian School Rd. NE, Suite 150, Albuquerque, NM 87110.

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 legal representation and related services (the “Services”) in connection with Workers’ Compensation claims as assigned by the City’s Risk Management Division, in accordance with the Request for Letters of Interest (“RFLI”) and the Contractor’s proposal.

A. Provide the City with legal services in matters involving assigned Workers’ Compensation claims until the conclusion of all legal matters, even if the statutory cap has been reached or exceeded.

B. Provide the City with legal representation before the Workers’ Compensation Administration and other jurisdictions as required until the conclusion of all legal matters even when the statutory cap has been reached or exceeded.

2. Time of Performance. Services of the Contractor shall commence on the date of the last signature below and shall continue through June 30, 2027. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. This Agreement may be extended for up to two (2) two-year extensions upon written agreement of the parties.

The Contractor is required to continue representing the City through the conclusion of all pending matters assigned during the term of this Agreement, even if the statutory cap has been reached or exceeded.

The Contractor also agrees to reopen and handle any matters assigned during the term of this Agreement if future issues arise, regardless of whether the statutory cap has been reached or

exceeded, and regardless of whether this Agreement remains in effect at the time the matter is reopened.

3. Compensation and Method of Payment.

A. Compensation. The City agrees to pay the Contractor up to an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for Services performed under this Agreement (“Compensation”), plus reimbursement of expenses as provided in Section 3.C below including any applicable gross receipts taxes on such amounts. Such amounts shall constitute full and complete compensation for the Contractor’s Services under this Agreement.

Compensation shall be limited to One Hundred Fifty Thousand Dollars (\$150,000) annually, as needed, during the initial term of one (1) year. The City may, at its sole discretion, exercise up to two (2) extensions for two (2) years each, with Compensation not to exceed Three Hundred Thousand Dollars (\$300,000) for each extension term.

B. Method of Payment. Such amount shall be payable at the following rates for professional services, which are exclusive of gross receipts taxes:

Evie M. Jilek and Phyllis Lynn Savage - \$190/hr.
Mary Ann Platania and Holly Watson - \$175/hr.
Certified Paralegals - \$100/hr.
Paralegals - \$85/hr.

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, 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 as 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 shall be paid to the Contractor upon settlement or adjudication of each claim. Expense reimbursements shall be paid monthly upon receipt of a properly documented invoice by the City’s Risk Management Division, in accordance with the City’s budgetary and fiscal guidelines and subsection E below, and contingent upon the Contractor’s satisfactory performance of the Services. Compensation is subject to the limitations under the New Mexico Workers’ Compensation Laws and Regulations.

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 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, 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.** Both parties shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice, the Contractor shall include a ledger identifying the total amount billed to date under this Agreement and any amendments. The Contractor shall notify the City in writing as soon as it determines that total billing may approach or exceed the contract amount. If the Contractor's billing exceeds the amount of this Agreement and any amendments, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. **Interest of Contractor.**

A. The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

B. The Contractor hereby agrees to report to the Risk Manager 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 specified in Section B herein, the Risk Manager 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 Risk Manager 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 a potential conflict, the City may terminate this Agreement upon one (1) day notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternative 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 attorney 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 due to the Contractor.

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. 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.

7. 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.

8. 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.

9. Records, Pleadings and Case File. Within thirty (30) days after entering into this Agreement, the Contractor will provide the Risk Manager 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 Risk Manager a status report indicating the current status of the litigation or other project which is 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.

10. 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 part, any reports, data or other materials prepared under this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. Business Day. Unless otherwise specified, days shall consist of calendar days. If days are specified as “business” days, then such business days shall consist of any days other than (i) Saturday or Sunday or (ii) any days on which the offices of the City are closed.

16. Pleadings. All documents submitted to the Court or opposing counsel shall be copied to the Risk Management Division. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the Risk Management Division for review and approval prior to filing. Failure to submit such pleadings to the Risk Management Division 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.

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

18. Termination by Parties. This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days’ written notice, or upon substitution of counsel. Notice of termination does not nullify obligations already incurred by either party to the date of termination, subject to the limitations set forth in Paragraph 3 of this Agreement and the City’s entry of substitute counsel as provided in Paragraph 4.B.

19. 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 the 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.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorney’s fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of the Agreement.

21. **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.

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

23. **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, 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.

24. **Liability.** Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

25. **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.

26. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City of 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 operation 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 certificates shall provide thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy shall 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. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. N/A.

B. Automobile Liability Insurance. N/A.

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. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance is 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.

27. 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 of affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

28. 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 public entity. The Contractor agrees to defend, indemnify, and

hold harmless the City from any claims arising from violations of the ADA caused by the Contractor or its agents.

29. **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.

30. **Amendments or Modifications.** No amendment or modification to this Agreement shall be valid or enforceable unless such amendment or modification is executed in writing with the consent and signatures of the parties hereto.

31. **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 agreement, 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.

32. **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.

33. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

34. **Heading and Captions.** Heading and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

35. **Representation.** Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this Agreement. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that it executes this Agreement voluntarily.

36. **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.

37. **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.

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

39. Electronic Signature. 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 purpose of validity, enforceability, and admissibility.

40. 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 liability 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 limited 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.

41. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) upon personal delivery; (ii) if sent via a nationally recognized overnight carrier, upon delivery; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Contractor: Evie M. Jilek, Esq.
North Star Legal Group, LLC
4001 Indian School Rd. NE, Suite 150
Albuquerque, NM 87110

If to City: Department of Finance and Administrative Services
City of Albuquerque – Risk Management Division
P.O. Box 470
Albuquerque, NM 87103

With a copy to: Albuquerque City Attorney
P.O. Box 2248
Albuquerque, NM 87103

[SIGNATURES ON NEXT PAGE]

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

CONTRACTOR:

Company: NORTH STAR LEGAL GROUP, LLC

Approved By: _____

Date: _____

Name: _____

Title: _____

CITY OF ALBUQUERQUE:

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____



City of Albuquerque

Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum

May 15, 2026

To: Donna Sandoval, Director, Department of Finance and Administrative Services

From: Celina Martinez, Workers' Compensation Coordinator

Subject: Approval of Outside Counsel for Legal Services Agreement with North Star Legal Group, LLC

This memorandum is to request approval to enter into a professional services contract with North Star Legal Group, LLC for the provision of workers' compensation legal services.

The proposed contract term is for up to five (5) years, consisting of an initial one-year term in the amount of \$150,000, with two optional two-year extensions at \$300,000 per term, for a total not to exceed amount of \$750,000.

North Star Legal Group, LLC, formerly Paul L. Civerolo, LLC, has merged with Lynn & Associates. Prior to the merger, these firms were two of the City's three primary workers' compensation legal service contractors. This consolidation centralizes a significant portion of the City's expertise and caseload within a single firm.

The increased contract amount reflects the merger and the expanded scope, capacity and demand of services now required from a single contractor. Approval will ensure continuity of experienced legal representation, preserve institutional knowledge, and support efficient management of the City's workers' compensation program.

Please let me know if additional information is needed.

Approved By: DSU

Date: 5/15/2026

Name: Donna Sandoval

Title: DFAS Director

cc: Rusty Keller, Risk Manager, Department of Finance and Administrative Services, Risk Management Division