

EC-26-123



Mayor Timothy M. Keller

**CITY OF ALBUQUERQUE**  
Albuquerque, New Mexico  
Office of the Mayor

**INTER-OFFICE MEMORANDUM**

April 9, 2026

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller, Mayor



**SUBJECT:** Approval of the First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Snell & Wilmer, LLP 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 Snell & Wilmer, LLP and the City of Albuquerque for continuing representation of the City and/or City officials.

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 LEGISLATION: Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Snell & Wilmer, LLP for continuing representation of the City and/or City officials.

Approved:

 Approved as to Legal Form:

 4/23/20  
Samantha Sengel Date  
Chief Administrative Officer

DocuSigned by:  
 4/16/2026 | 5:45 AM MDT  
1A21D96D32C74EE...  
Lauren Keefe Date  
City Attorney

Recommended:

DocuSigned by:  
 4/15/2026 | 1:52 PM MDT  
3A985751FE23499...  
Director Date

## **Cover Analysis**

- 1. What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Snell & Wilmer, LLP 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 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.
  
- 4. Is there a revenue source associated with this contract? If so, what level of income is projected?** No
  
- 5. How much will it cost and what is the funding source?** This First Supplemental Agreement is One Hundred Thousand Dollars and No/100 (\$100,000.00). The Aviation Department will fund this First Supplemental Legal Services Agreement, Fund 611.
  
- 6. Is there a revenue source associated with this contract? If so, what level of income is projected?** NA
  
- 7. Is this service already provided by another entity?** NO

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Snell & Wilmer, LLP and the City of Albuquerque. R: EC O: FUND: 611 DEPT: 1110000

- 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		Total
		2027	2028	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<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	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

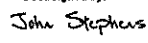
These estimates do not include any adjustment for inflation.  
 \* Range if not easily quantifiable.

Number of Positions created

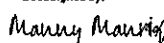
**COMMENTS:** This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of representation in the cases assigned to the Legal Department. The Aviation Department will fund this with FY26 Fund 611 existing appropriation.

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

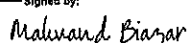
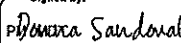
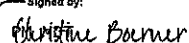
PREPARED BY:

DocuSigned by:  
  
 4/13/2026 | 9:01 AM MDT  
 65D95769DC0D422  
 FISCAL ANALYST

APPROVED:

DocuSigned by:  
  
 4/15/2026 | 1:52 PM MDT  
 2A885751FE2346D  
 DIRECTOR (date)

REVIEWED BY:

Signed by:  4/15/2026 | 2:09 PM  
 Signed by:  4/15/2026 | 2:39 PM  
 Signed by:  4/15/2026 | 3:33 PM MDT  
 0A05FEA18556440 EXECUTIVE BUDGET ANALYST  
 08F4D087C3C4AE2 BUDGET OFFICER (date)  
 BA2C41AA3D054FD... CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
SNELL & WILMER, LLP  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the last dated City signature below, by and between City of Albuquerque, New Mexico, a municipal corporation ("City"), Snell & Wilmer, LLP ("Contractor"). This Agreement is limited to the City of Albuquerque only and does not include the State of New Mexico nor any other cities or counties in the State of New Mexico.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated November 7, 2025 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City;

**WHEREAS**, the specific cases Contractor supports have changed due to cases resolving and new cases being assigned;

**WHEREAS**, the City has determined that additional compensation in the amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

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

1. Section 1 of the Original Agreement is hereby amended to read as follows:

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

- Bode Aero Services, Inc. v. City of Albuquerque; State of New Mexico, County of Bernalillo, Second Judicial District Court, Case No. D-202-CV-2025-09209; and
- Other Legal matters, as assigned.

2. Section 3A of the Original Agreement is hereby amended to read as follows:

**Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Two Hundred Fifty 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 the Original Agreement and which amount includes any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

3. 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.

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

**THIS SPACE LEFT INTENTIONALLY BLANK**



# City of Albuquerque

## Agreement Control Cover Page

**The completed cover sheet should be included in e-signature envelopes**

**Agreement ID Number** 2026\_OTR\_123792

**Fiscal Year** 2026

**Subject:** AVI-AV-Adm-2026\_OTR\_123792-Legal Services

**Dept. Contact** Hernandez, Krystle Lynn

505/768-4555

klhernandez@cabq.gov

### AGREEMENT DETAILS

**Sponsor Department:** AVI

**Division:** AV-Adm

**Synopsis** Legal Services

**Class** Payable

**Doc Type** OTR-Other Agreement Type

**Term (Years)** 1.00

**Total Amount** 100,000.00

**Begin Date** 7/1/2025

**End Date** 6/30/2026

**Council Approval Required?**

N

**Comments**

### Counter Parties

**Entity Name(s)**

**Agreement Packet to be Verified By:**  
(Users to initial this page)

Authority	Name	Title	Timestamp
Purchasing	Oney, Kathleen A	Chief Procurement Officer	<i>KO</i> DS 11/10/2025   7:47 AM MST
Assistant City Atty	Rowland, Bryan	Deputy City Attorney	<i>BR</i> Initial 11/6/2025   10:07 AM MST
Assistant City Atty	Sanders, Nicole Knight	Asst City Attorney	<i>NKS</i> DS 11/7/2025   8:07 AM MST
City Attorney	Keefe, Lauren	City Attorney	<i>LK</i> DS 11/10/2025   7:11 AM MST
Department	Stephens, John P	Revenue & Finance Officer/AV	<i>JS</i> DS 11/6/2025   6:26 PM MST
Department	Manriquez, Manuel Emiliano	Deputy Director AV Inn&CommDev	<i>MM</i> DS 11/7/2025   5:05 AM MST

LEGAL SERVICES AGREEMENT  
BETWEEN  
SNELL & WILMER, LLP  
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 Snell & Wilmer, LLP ("Contractor"). This Agreement is limited to the City of Albuquerque only and does not include the State of New Mexico nor any other cities or counties in the State of New Mexico.

RECITALS

WHEREAS, the City, through the Aviation Department, 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 other legal services ("Services") in conjunction and association with the City Attorney or designee in the following matters:

- Bode Aero Services, Inc. v. City of Albuquerque; State of New Mexico, County of Bernalillo, Second Judicial District Court, Case No. D-202-CV-2025-09209; and
- Other Legal matters, as assigned.

2. Time of Performance. Services of the Contractor shall commence upon execution of this agreement, and shall continue through June 30, 2026. 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 00/100 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.

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

Partner Attorney:	\$740/hour
Senior Associate Attorney:	\$630/hour
Associate Attorney:	\$560/hour
Paralegal/Law Clerk:	\$380/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.

H. Retainer. The City agrees to provide Contractor a retainer in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to serve as security for Contractor's final fees and expenses. The amount of the retainer is not an estimate of, or "cap" on, the total fees or expenses that may be incurred in this matter. Contractor shall deposit the retainer in a trust account and any remaining balance will be returned to the City immediately upon termination of this representation. Contractor may use any part of the retainer to satisfy a payment that is delinquent by greater than sixty (60) days, and to discontinue this representation until the City forward funds to restore the full retainer. Contractor may require an additional retainer after commencement of the engagement, or an increase to the original retainer, depending on the work necessary for the engagement.

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. It is possible that, during the time Contractor is representing the City's interests in this engagement, Contractor may be asked to represent interests, belonging to one of the firm's present or future clients, that are adverse to the City's interests. Therefore, as a specific condition to Contractor undertaking representation of the City, the City agrees that Contractor's representation of the City in this matter will not disqualify Contractor from opposing the City in future litigation, transactions, or other legal matters that are not substantially related to the scope of this engagement. The Contractor agrees to provide written notice to the City if a conflict arises. City consents to any conflict of interest with respect to those representations, even if the interests of such other client in those other matters are directly adverse to the City's interests. In the event of a conflict of interest, the City may at its discretion choose to terminate this Agreement, and such a termination shall not be considered a breach of the Agreement.

C. Contractor agrees not to use any privileged, proprietary, or other confidential information of a nonpublic nature concerning the City, acquired by Contractor because of Contractor's representation of the City, to the City's disadvantage in any litigation or other matter in which Contractor is opposed to the City.

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 reasonably deem necessary, there shall be made available to the City for examination all of the Contractor's records that are relevant with respect to all matters covered by this Agreement. After receipt of a written request from the City, 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. City understands that Contractor will not divulge any information or data that may impair the confidentiality of Contractor's other clients or of Contractor itself.

8. In-Firm Privilege. From time to time, issues may arise relating to legal ethics or Contractor's duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could include issues raised because of a dispute between Contractor and a client over the handling of a matter. Normally, when such issues arise, Contractor seeks the advice of the Contractor's counsel or Contractor's outside counsel, all at the Contractor's own expense. Contractor believes that it is in Contractor's clients' interest, as well as Contractor's interest, that when legal ethics or related issues arise during a representation, Contractor obtains an analysis of Contractor's obligations. Contractor considers such consultations to be attorney-client privileged communications between Contractor personnel and counsel for Contractor. Accordingly, City agrees that if Contractor determines in its own discretion during the representation that it is appropriate to consult with its internal or outside counsel, the Contractor has City's consent to do so and that Contractor's ongoing representation of City shall not, thereby, waive any attorney-client privilege.

9. Electronic Communications. It is likely during this engagement both City and Contractor will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. The use of this technology involves some degree of risk that third parties may intercept and use otherwise confidential communications. To facilitate communications, however, City approves the use of electronic communications by Contractor unless and until Contractor is instructed otherwise.

10. Data Protection. From time to time, Contractor may receive personal information from City in furtherance of this engagement. Contractor will handle personal information as set forth in its Privacy Policy, which is available on its public website, swlaw.com. Because City is sharing this information with Contractor, Contractor relies upon City's compliance with applicable laws and City's representation and warranty to Contractor that all data protection requirements are satisfied, and that any such information has been lawfully transmitted to Contractor by City. If there is any change in City's data protection circumstances or status, City agrees to raise the matter prior to any transfer of personal information to Contractor.

11. 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.

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

13. 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 Section 4.

14. 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.

15. 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.

16. 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.

17. Indemnity. The Contractor agrees to indemnify the City, its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) to the extent caused by a negligent act of the Contractor, or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing in this Agreement shall broaden or expand Contractor's liability for negligent or tortious acts or omission beyond that provided by applicable law (including comparative and contributory negligence principles), or impose liability on the Contractor where no negligent or tortious conduct is proven or create independent claims under contract law regarding payment of Contractor's fees.

18. 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.

19. 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.

20. 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.

21. 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. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to indemnify the City, its officials, agents, and employees from and against claims, actions, suits, or proceedings brought against any of those parties to the extent caused by any act or omission of the Contractor in violation of the ADA.

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

23. Force Majeure. Neither the Contractor nor the City shall be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in reasonable time (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and 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 either of them 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.

24. 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.

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

26. Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.

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

28. Electronic Signatures. The parties agree that this 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 LEFT BLANK



## 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 operations under this Agreement. 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. Various types of required insurance may be written in one or more policies. 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 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 \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.
- 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 of the last signature below.

**CONTRACTOR:**

Company: Snell & Wilmer, L.L.P.

Approved By: Signed by:  
*Ryan Regula*  
BF789CE25C8F427...

Date: 11/5/2025 | 8:40 AM MST

Name: Ryan Regula

Title: Partner

**CITY OF ALBUQUERQUE:**

Approved By: DocuSigned by:  
*Manny Manriquez*  
3A985751FE23499...

Date: 11/7/2025 | 5:05 AM MST

Name: Manny Manriquez

Title: AV-Adm

Approved By: Signed by:  
*Kathleen Oney*  
201D07488BFB4B1...

Date: 11/10/2025 | 7:47 AM MST

Name: Kathleen Oney

Title: Chief Procurement Officer

Approved By: DocuSigned by:  
*Lauren Keefe*  
1A21D96D32C74EE...

Date: 11/10/2025 | 7:11 AM MST

Name: Lauren Keefe

Title: City Attorney



December 19, 2024

Snell & Wilmer L.L.P.  
One East Washington  
Suite 2700  
Phoenix, AZ 85004

To Whom It May Concern:

### **CONFIRMATION OF INSURANCE**

We hereby confirm that Snell & Wilmer L.L.P. has Professional Liability Coverage under Policy LPL-1229-2025 with an annual limit of \$100,000,000 per claim and \$200,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,500,000 each claim up to an aggregate of \$3,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

The Policy provides cyber liability coverage up to the full limits stated above for claims and circumstances arising from a "Cybersecurity Event" as that term is defined in the Policy.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is written in a cursive style.

By:  
Anne M. Mahoney  
Assistant Director of Underwriting

Date: 12/19/2024

10 South Riverside Plaza  
Suite 1100  
Chicago, IL 60606  
312.697.6900 tel  
312.697.6901 fax

alas.com