

CITY OF ALBUQUERQUE PURCHASING OFFICE

P.O. Box 1293 • Albuquerque, New Mexico 87103

PURCHASE ORDER
0000684635

PAGE
1

E1

CONFIRMING DO NOT DUPLICATE

ORDER FROM THIS PO

TO
JOE MONAHAN
1331 PARK AVE SW
ALBUQUERQUE NM 87102

SHIP TO

SEE BODY OF PURCHASE ORDER FOR SHIP TO ADDRESS AND CONTACT PERSON

DATE OF ORDER 03/16/2004	TERMS OF SALE NET	VENDOR NUMBER 166465600	505-768-3320 DEPT. REQUESTING
SHIP VIA BY	FOB DESTINATION	REQ. #	DATE MOSE REQUIRED 07/30/2004
DESCRIPTION		UNIT PRICE	EXTENSION
COORDINATE PURCHASE OF ADVERTISING AND 0305 0521010 7219440 SCRIPT WRITING FOR THE "AIR AWARE CAMPAIGN", PER THE TERMS & CONDITIONS OF THE ATTACHED AGREEMENT. CONTRACT TERM: 03/10/04 THRU 06/30/04 (PO DATE FOR PAYMENT PURPOSES ONLY) TOTAL CONTRACT NOT TO EXCEED \$15000.00 WHICH AMOUNT INCLUDES ANY APPLICABLE NMGR. TO BE PAID AT THE RATES STATED IN THE ATTACHED AGREEMENT. CCN#: 200400829 TO: ENVIRONMENTAL HEALTH ATTN: BJ HALL AIR QUALITY DIVISION 11850 SUNSET GARDENS SW ALBUQUERQUE, NM 87121		15000.0000	→
		TOTAL	\$15,000.00

CONT / VIOLA A CUNNINGHAM
BUYER

[Signature]
PURCHASING OFFICER

PURCHASING COPY

24629

CONTRACT CONTROL FORM

Contact: Michael D. Banuelos
Phone: 768-2641

Req. Num.:
Acct. Num.:
Act. Num.:

CCN: 200400829

PRELIMINARY

Type of Agreement: Professional/Technical Services

For Grants Only:
Indirect Costs for General Fund
Services

Description: Coordinate purchase of advertising and provide scrip writing for the "Air Aware Campaign"

% _____

Dept/Div: ENVIRONMENTAL HEALTH/VEHICLE POLLUTION MANAGEMENT

\$ _____

Vendor: Monahan, Joe

Contract Term: 03/10/2004 to: 07/31/2004

Contract Amount: \$15,000.00 Payable

FY Aggregate: \$30,000.00

Contract Total:

Fed Tax: 166-46-5600 St Tax No.: 02066440000

Date Submitted: 03/05/2004

PROCUREMENT:

WAIVERS REQUIRED:

RFP: No

Waiver Letter Attached: _____ Approved: _____

Ins: Automobile Liability

Waiver Letter Attached: _____ Approved: 03/09/2004

DRAFT CONTRACT:

Recd by Legal: 3-9-04 Rejected/Returned to Dept: _____ / _____
Returned to Legal: _____ / _____ Approved: 3-10-04 Initials: LPN

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation, Commercial General Liability

Attached: ✓

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
---------------------	----------------	-------------------	------------------------------------	----------------------------	--------------------------------	-------------------------

Purchasing:						
Asst. City Attorney:	<u>3-11-04</u>		<u>Lorraine R. Nunez</u>	<u>03/10/2004</u>	<u>[Signature]</u>	<u>3-12-04</u>
CIP:						
City Attorney:						
CAO:						
Department:						
Others:						

Council: _____ EC/Bill: _____ Date: _____

DISTRIBUTION: Date: _____ By: _____

Vendor: _____

User Dept: _____

Purchasing: _____

City Clerk: 3/17/04 [Signature]

200400829

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, ~~2004~~, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Joe Monahan, an individual, 1331 Park Avenue SW, Suite 404, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City has received special project funding from the U.S. Environmental Protection Agency to engage in an "Air Aware Campaign" to reduce air pollution from mobile sources in an effort to improve air quality and keep Bernalillo County out of ozone nonattainment ; and

WHEREAS, the Contractor has the knowledge and expertise to render services in advertising, marketing, and public relations in connection with public awareness campaigns that inform and engage the public in efforts to protect the air quality and the public's health; 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 do mutually agree as follows:

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

A. Coordinate the City's purchase of print and internet advertising, radio and television airtime. The Contractor shall coordinate the purchase of commercial airtime on all locally-owned and operated radio and television stations.

B. Provide script writing for said advertising and public relations services ancillary to broadcast messages recorded by the Mayor of Albuquerque and/or his designee.

C. Submit drafts of scripts for input and review by the Air Quality Division and approval by the Mayor's Office prior to publication and/or broadcast.

2. **Time of Performance.** Services of the Contractor shall commence March 10, 2004, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2004.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Fifteen Thousand Dollars (\$15,000.00), which includes any applicable gross receipts taxes and which amount 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.

B. **Method of Payment.** Such amount shall be payable to the Contractor at the rate of Sixty Dollars and 0/100 (\$60.00) per hour, which rate includes any applicable gross receipts taxes. Payments shall be made to the Contractor monthly upon receipt by the City of 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 provision in this Agreement to the contrary, 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 Contractor and shall be final.

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, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The 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 in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. 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.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

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

B. **Automobile Liability Insurance.** N/A

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

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

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

10. **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.

11. **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.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law 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 three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such 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 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material.

A. Warranty. The Contractor represents and warrants that it is the sole author of the scripts and other materials which will be prepared under this Agreement (herein referred to as the "Work"), that the Work is original and does not and will not infringe any existing copyright; that the Work has not heretofore been published; and that, to the best of its knowledge, it contains no libelous or other unlawful matter. the Contractor shall defend, indemnify and hold harmless the City against any claim, action, suit, or proceeding of any kind brought against the City, its officials, agents or employees by reason of any violation of proprietary right or copyright by, or any unlawful matter contain in, the Work.

B. Use of Material. The parties agree that the Work shall be the property of the City and that the City shall have all rights to the Work and may apply for copyright of all or any portion of the Work in the name of the City if the City meets all of its obligations under the terms of this Agreement. No other person other than the Contractor shall be given credit or represented as the author of the Work. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, the Work prepared under this Agreement.

15. 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.

16. 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.

17. Assignability. 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.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. 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 its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, 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.

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

20. **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.

21. **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 this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

24. **Approval Required.** This Agreement shall not become effective or binding until approved by the Director of the City's Environmental Health Department.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

Approved By: _____



Alfredo Santistevan, Director

Environmental Health Department

Date: _____

CONTRACTOR: Joe Monahan

By: _____


Title: OWNER

State Taxation and Revenue Department

Taxpayer Identification Number:

02066440000

Federal Taxpayer Identification Number:

166-46-5600

WORKERS' COMPENSATION STATEMENT

I, JOE MONAHAN
(name of individual)

OWNER of MONAHAN MARKETING
(title or capacity) (company name)

hereby certify that I employ fewer than three employees and am, therefore, not subject to the provisions of the Workers' Compensation Act of the State of New Mexico. I further certify that should I employ three or more persons during the term of my contract with the City of Albuquerque, I will comply with the provisions of the New Mexico Workers' Compensation Act and provide proof of such compliance to the City.

By Joe Monahan

Title: _____

Date: FEBRUARY, 6, 2004

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/24/2004

PRODUCER
ASSOCIATED INSURANCE PROF. INC #1
1419 CARLISLE NE
P.O. 25183
ALBUQUERQUE, NM 87125

505-265-3704

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
JOE MONAHAN DBA
MONOHAN MARKETING
1331 PARK AVENUE SW
ALBUQUERQUE, NM 87102

INSURER A: GRAIN DEALERS MUTUAL
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	BSP11439	02/24/2004	02/24/2005	EACH OCCURRENCE	\$ 100000
					FIRE DAMAGE (Any one fire)	\$ 100000
					MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 100000
					GENERAL AGGREGATE	\$ 200000
					PRODUCTS - COMP/OP AGG	\$ 200000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF ALBUQUERQUE
ALBUQUERQUE, NEW MEXICO

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. M. Diaz

CITY OF ALBUQUERQUE

PURCHASING OFFICE

P.O. Box 1293 • Albuquerque, New Mexico 87103

PURCHASE ORDER
0000686084

PAGE
1

E1
CONFIRMING
DO NOT
DUPLICATE

ORDER FROM
THIS PO

TO

JOE MORAHAN
1301 PARK AVE SW
ALBUQUERQUE NM 87101

SHIP TO

SEE BODY OF PURCHASE ORDER FOR
SHIP TO ADDRESS AND CONTACT
PERSON

DATE OF ORDER		TERMS OF SALE	VENDOR NUMBER	505-768-3320
09/14/2005		NET	166465600	DEPT. REQUESTING
SHIP VIA		FOB.	REQ. #	EHD ENVIRONMENTAL
BEST WAY		DESTINATION	187054	DATE MDSE REQUIRED
ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
001	1	PUBLIC RELATIONS SERVICES 0265 0520500 5650350 PER THE TERMS & CONDITIONS OF THE ATTACHED AGREEMENT. CONTRACT TERM: 02/28/05 THRU 08/31/05 (PD DATE FOR PAYMENT PURPOSES ONLY) TOTAL CONTRACT NOT TO EXCEED \$6875.00 WHICH AMOUNT INCLUDES ANY APPLICABLE NMGRY TO BE PAID AT THE RATES STATED IN THE ATTACHED AGREEMENT. CCN#: 200500650 TO: ENVIRONMENTAL HEALTH ATTN: THERESE MARTINEZ-LONER AIR QUALITY DIVISION ONE CIVIC PLAZA, 3RD FLOOR ALBUQUERQUE, NM 87102	6875.0000	→
			TOTAL	\$6,875.00

CELESTE / VIOLA E CUNNINGHAM

BUYER

[Signature]
PURCHASING OFFICER

PURCHASING COPY

CONTROL NO. 135670

CONTRACT CONTROL FORM

Contact: Therese Martinez-Loner
 Phone: 768-1970

Req. Num.:
 Acct. Num.:
 Act. Num.:

CCN: 200500650

PRELIMINARY

Type of Agreement: Professional/Technical Services

For Grants Only:
 Indirect Costs for General Fund
 Services

Description: Provide public relations services to include script writing and
 coordinate purchase of advertising for Air Aware II- Gas Can Exchange
 Program

% _____

Dept/Div: ENVIRONMENTAL HEALTH/AIR QUALITY

\$ _____

Vendor: Monahan, Joe

Contract Term: 02/28/2005 to: 08/31/2005

Contract Amount: \$6,875.00 Payable

FY Aggregate: \$6,875.00

Contract Total:

Fed Tax: 166-46-5600 St Tax No.: 02066440000

Date Submitted: 01/27/2005

PROCUREMENT:

WAIVERS REQUIRED:

RFP: No

Waiver Letter Attached: _____ Approved: _____

Ins: Automobile Liability

Waiver Letter Attached: _____ Approved: 02/10/2005

DRAFT CONTRACT:

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

Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
Purchasing:	<u>3-14-05</u>					
Asst. City Attorney:	<u>3-1-05</u>	<u>3-9-05</u>	Lorraine R. Nunez*	02/09/2005	<i>LRN</i>	<u>3-14-05</u>
CIP:						
City Attorney:						
CAO:						
Department:						
Others:					<i>S. [Signature]</i>	

Council: _____ EC/Bill: _____ Date: _____ * A. Kearney approved verbally 2/11/05

DISTRIBUTION: Date: _____ By: _____
 Vendor: _____
 User Dept: _____
 Purchasing: 3/16/05 *[Signature]*
 City Clerk: 3/17/05 *[Signature]*
 Other: _____

200500650

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of February 2005 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Joe Monahan, an individual, 1331 Park Avenue SW, Suite 404, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City has received special project funding from the U.S. Environmental Protection Agency to engage the public in "Air Aware II; a Gas Can Exchange Program" to educate the public and reduce ground-level ozone, an air pollutant that is generated from volatile organic compounds that may be emitted from leaking gas cans, in an effort to improve air quality and maintain the National Ambient Air Quality Standard attainment for Bernalillo County; and

WHEREAS, the Contractor has the knowledge and expertise to render public relation services including advertisement and marketing services to engage and inform the public about new opportunities to protect air quality and public health; 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 do mutually agree as follows:

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

A. Coordinate the City's purchase of print, internet and radio advertising. The Contractor shall collect quotes from locally-owned and operated radio, print and internet stations.

B. Provide script writing services for said advertising and public relations services ancillary to broadcast message recorded by the Mayor of Albuquerque and/or his designee.

C. Submit said drafts of scripts for input and review by the Air Quality Division and subsequent approval by the Mayor's Office prior to publication and/or broadcast.

2. **Time of Performance.** Services of the Contractor shall commence February 28, 2005, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by August 31, 2005.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Six Thousand Eight Hundred Seventy-Five Dollars (\$6,875.00), which includes any applicable gross receipts taxes and which amount 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.

B. **Method of Payment.** Such amount shall be payable to the Contractor at the rate of Sixty Dollars and 0/100 (\$60.00) per hour, which rate includes any applicable gross receipts taxes. Payments shall be made to the Contractor monthly upon receipt by the City of 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 provision in this Agreement to the contrary, 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 Contractor and shall be final.

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, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The 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 in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. 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.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

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

B. **Automobile Liability Insurance.** N/A

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

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

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

10. 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.

11. 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.

12. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law 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 three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor

may be required to provide such 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 8 of the Albuquerque City Charter.

14. **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.

15. **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.

16. **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.

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

18. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. 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 its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, 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.

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

20. **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.

21. **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 this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

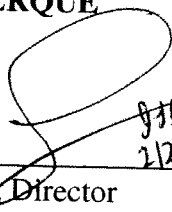
24. **Approval Required.** This Agreement shall not become effective or binding until approved by the Director of the City's Environmental Health Department.

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

CITY OF ALBUQUERQUE

Approved By:



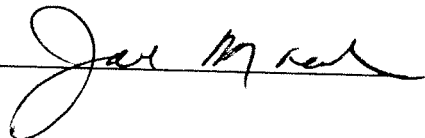
Alfredo R. Santistevan, Director

Environmental Health Department

Date: _____

CONTRACTOR: Joe Monahan

By:



Title: _____

State Taxation and Revenue Department

Taxpayer Identification Number:

02066440000

Federal Taxpayer Identification Number:

166-46-5600



Martin J. Chávez, Mayor

City of Albuquerque
Environmental Health Department
Air Quality Division



Alfredo R. Santistevan, Director

WORKER'S COMPENSATION STATEMENT

I, JOE MORAN
(name of individual)

OWNER
(title or capacity)

MORAN MARKET
(company name)

hereby certify that I employ fewer than three employees and am, therefore, not subject to the provisions of the Worker's Compensation Act of the State of New Mexico. I further certify that should I employ three or more persons during the term of my contract with the City of Albuquerque, I will comply with the provisions of the New Mexico Workers' Compensation Act and provide proof of such compliance to the City.

By Ju Moran

Title: _____

Date: 2/16/05

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2005

PRODUCER

505-265-3704

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ASSOCIATED INSURANCE PROF. INC #1
1419 CARLISLE NE
P.O. 25183
ALBUQUERQUE, NM 87125

INSURED

JOE MONAHAN DBA
MONAHAN ADVERTISING & MARKETING
1331 PARK AVENUE SW #404
ALBUQUERQUE, NM 87102

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: GRAIN DEALERS MUTUAL
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SBP 517 848	02/24/2005	02/24/2006	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMP/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTENTS	SBP 517 848	02/24/2005	02/24/2006	\$10,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF ALBUQUERQUE
ALBUQUERQUE, NEW MEXICO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. M. [Signature]

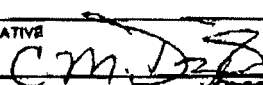
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/10/2005												
PRODUCER ASSOCIATED INSURANCE PROFESSIONALS, INC #2 PO BOX 25183 ALBUQUERQUE, NM 87125	505-265-3704	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED JOE MONAHAN DBA MONOHAN MARKETING 1331 PARK AVENUE SW ALBUQUERQUE, NM 87102	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: GRAIN DEALERS MUTUAL</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: GRAIN DEALERS MUTUAL		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
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INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES
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INVR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	BSP11439	02/24/2004	02/24/2005	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA OCCUR/OCUR) \$ 100,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS / COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY					
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					
<input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$					
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					
WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER CITY OF ALBUQUERQUE ALBUQUERQUE, NM FAX: 768-0634-3355 ATTN: DEIANNA ROJAS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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