



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 1, 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 Modrall Sperling 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 Modrall Sperling and the City of Albuquerque for continuing representation of the City and/or City officials.

The First Supplemental Agreement is for Fifty Thousand Dollars and No/100 (\$50,000.00).

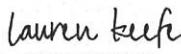
Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

TITLE/SUBJECT OF LEGISLATION: Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Modrall Sperling for continuing representation of the City and/or City officials.

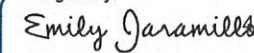
Approved:

 Approved as to Legal Form:

 4/23/26
Samantha Sengel Date
Chief Administrative Officer

DocuSigned by:
 4/16/2026 | 5:38 AM MDT
1A21D96D32C74EE...
Lauren Keefe Date
City Attorney

Recommended:

Signed by:
 4/10/2026 | 9:53 AM MDT
C75FB517F7B04D2...
Director Date

Cover Analysis

1. **What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Modrall Sperling 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 Fifty Thousand Dollars and No/100 (\$50,000.00). The Fire Department will fund this First Supplemental Legal Services Agreement, Fund 110.
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 Modrall Sperling and the City of Albuquerque. R:___EC O: FUND: 110 DEPT: 2714000

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

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[x] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

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

Number of Positions created

COMMENTS: This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of representation in the Risk Management cases assigned to the Legal Department. AFR will fund this with FY26 Fund 110 existing appropriation.

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

PREPARED BY:

DocuSigned by:
Amanda Vigil 4/10/2026 | 9:42 AM MDT
A4B6FA47F27E4D1
FISCAL ANALYST

APPROVED:

Signed by:
Emily Jaramilla 4/10/2026 | 9:53 AM MDT
C75F8517E7B04D2
DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Linda Cutler-Padilla 4/10/2026 | 10:25 AM MDT
FCDEF84DBFC0480...
EXECUTIVE BUDGET ANALYST

Signed by:
Diana Sandoval 4/10/2026 | 10:57 AM MDT
08F4D887C3CA4E2...
BUDGET OFFICER (date)

Signed by:
Christine Boerner 4/10/2026 | 11:00 AM MDT
BA2C41AA2D054FD...
CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT
BETWEEN
MODRALL SPERLING
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"), Modrall Sperling, 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102 ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated August 18, 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 Fifty Thousand and NO/100 Dollars (\$50,000.00) 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 Chief Administrative Officer and Chief of Albuquerque Fire Rescue in the following cases:

Keller v. Albuquerque City Council, D-202-CV-2025-02459 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 One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00), which amount includes an additional Fifty Thousand and NO/100 Dollars (\$50,000.00) 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. Sections 6 and 8 are hereby stricken from the Original Agreement.

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

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City of Albuquerque
Agreement Control Cover Page

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

Agreement ID Number 2026_OTR_121365 Fiscal Year 2026

Subject: FIR-FD-Fire Suppression-2026_OTR_121365-Legal Services-MODRALL SPERLING

Dept. Contact Hernandez, Krystle Lynn 505/768-4555 klhernandez@cabq.gov

AGREEMENT DETAILS

Sponsor Department: FIR Division: FD-Fire Suppression

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

Existing Supplier MODRALL SPERLING 0000136381

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	Initial DS 8/18/2025 7:49 AM MDT
Assistant City Atty	King, Devon P	Deputy City Attorney	DS 8/14/2025 9:44 AM MDT
Assistant City Atty	Sanders, Nicole Knight	Asst City Attorney	Initial DS 8/15/2025 11:52 AM MDT
City Attorney	Keefe, Lauren	City Attorney	DS 8/15/2025 6:45 PM MDT
Department	Vigil, Amanda L	Fiscal Manager	Initial 8/15/2025 8:04 AM MDT
Department	Jaramillo, Emily V	Fire Chief - 40 HR	Initial 8/15/2025 8:50 AM MDT

**CITY OF ALBUQUERQUE
LEGAL SERVICES AGREEMENT
BETWEEN
MODRALL SPERLING
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 Modrall Sperling, 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102 ("Contractor").

RECITALS

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

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

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

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

Keller v. Albuquerque City Council, D-202-CV-2025-02459 and other legal matters, as assigned.

2. **Term of Agreement.** Services of the Contractor shall commence on July 1, 2025, 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.

In the event of a delay in executing this Agreement causing a gap between July 1, 2025 and the execution of this Agreement, the City and Contractor agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

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

A. **Compensation.** The City agrees to pay the Contractor up to the amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00), for Services performed (the "Compensation"), plus reimbursement of expenses as provided in Section 3.C. below and any applicable gross receipts tax on such amounts. The Compensation 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 tax**:

Shareholders: \$300/hr.

Associates: \$225/hr.

Paralegals: \$150/hr.

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

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

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

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

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

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

4. Interest of Contractor.

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

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

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

attorneys fees incurred by the City in obtaining the assistance of alternate counsel.

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

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

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

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

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

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

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

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

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

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

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

14. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or 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.

15. 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.

16. 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.

17. 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.

18. 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, as amended, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

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

20. 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.

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

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

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

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EXHIBIT A

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

A. Commercial General Liability Insurance. NA

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

B. Automobile Liability Insurance. NA

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

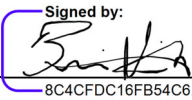
D. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

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

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

CONTRACTOR:

Company: Modrall Sperling Law Firm

Approved By:  Signed by:
8C4CFDC16FB54C6...

Date: 8/11/2025 | 6:32 PM MDT

Name: Brian Nichols

Title: Shareholder Modrall Law Firm

CITY OF ALBUQUERQUE:

Approved By:  Signed by:
C75FB517F7B04D2...

Date: 8/15/2025 | 8:50 AM MDT

Name: Emily Jaramillo

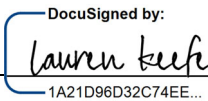
Title: Fire Chief

Approved By:  Signed by:
201D07488BFB4B1...

Date: 8/18/2025 | 7:49 AM MDT

Name: Kathleen Oney

Title: Chief Procurement Officer

Approved By:  DocuSigned by:
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Date: 8/15/2025 | 6:45 PM MDT

Name: Lauren Keefe

Title: City Attorney