

EC-21-454

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor



Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

September 9, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor *TMK*

SUBJECT: Approval of the First Supplemental Agreement to add monies for FY22 outside Counsel Legal Services between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for FY22 Outside Counsel Legal Services between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque for continuing representation of the City and/or City officials in the following matters:

Contractor shall provide legal advice and counsel to the City Clerk's office regarding local election matters related to local election matters for the November 2021 election, including but not limited to drafting advisory opinions for the Clerk to submit to the Board of Ethics.

Approved:

Sarita Nair

Sarita Nair Date
Chief Administrative Officer

Approved as to Legal Form:

Esteban A. Aguilar, Jr.

Esteban Aguilar Date
City Attorney

Recommended:

Ethan Watson

Office of the City Clerk
Ethan Watson, City Clerk

9/17/2021 | 8:10 AM PDT

Date

Cover Analysis

1. What is it?

Approval of the First Supplemental Agreement to add monies for FY22 Outside Counsel Legal Services between Peifer, Hanson, Mullins & Baker P.A. 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 matters assigned to the Legal Department

3. Why is this project needed?

This is needed to continue with the litigation process for the matters referenced. This matter were referred to outside counsel for the special expertise of the firm and workload management

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

This First Supplemental Agreement adds One Hundred Thousand dollars to the Original Agreement, bringing the aggregate total of the Agreement to Two Hundred Thousand dollars. The funding source is 110, 1313000, 520500.

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

NA

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

The representation in this matter will not be able to continue

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: FY22 Outside Counsel for Legal Services Agreement between Peifer, Hanson, Mullins & Baker P.A. and the City of Albuquerque R: EC
 FUND: 110
 DEPT: 1313000

- 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:

		Fiscal Years			
		2022	2023	2024	Total
Base Salary/Wages					-
Fringe Benefits at	1.4500%			-	-
Subtotal Personnel		-	-	-	-
Operating Expenses					-
Property			-	-	-
Indirect Costs		-	-	-	-
Total Expenses		\$ -	\$ -	\$ -	\$ -
[x] Estimated revenues not affected					
[] Estimated revenue impact					
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 0

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 matters assigned to the Legal Department.

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

PREPARED BY:

APPROVED:

FISCAL ANALYST

DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
PEIFER, HANSON, MULLINS & BAKER P.A.
AND THE CITY OF ALBUQUERQUE**

THIS AGREEMENT is made and entered into as of the last dated City signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and PEIFER, HANSON MULLINS & BAKER, a New Mexico professional corporation, whose address is 20 First Plaza Center NW # 725, Albuquerque, New Mexico 87102-5805 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated February 25, 2021, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

WHEREAS, the City has determined that additional services are required and additional compensation is required; and

WHEREAS, the Contractor is agreeable to providing additional services in accordance with the terms of the Original Agreement as amended herein and to the additional compensation.

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

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

A. Compensation. The City agrees to pay the Contractor up to the amount of Two Hundred 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 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. 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.

The parties understand that the Compensation limitation of \$200,000.00 in this Agreement is not a representation by the Contractor that the services rendered can be

completed for the total sum equal to or less than that amount, but instead represents the maximum amount the City can pay under this Agreement without further approval of the City Council. reimbursement of expenses as provided in Section 3.C. below and any applicable gross receipts taxes on such amounts.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

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

4. 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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