

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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

October 21, 2025

**TO:** Brook Bassan, President, City Council

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

**SUBJECT:** Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Bardacke Allison Miller 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 Bardacke Allison Miller LLP and the City of Albuquerque for continuing representation of the City and/or City officials in Risk Management cases

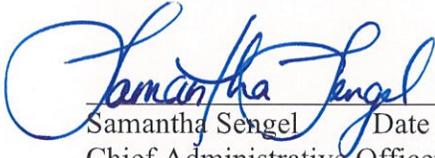
The First Supplemental Agreement is for Three Hundred Thousand Dollars and No/100 (\$300,000).

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 Risk First Supplemental Agreement for Outside Counsel Legal Services Between Bardacke Allison Miller LLP for continuing representation of the City and/or City officials in Risk Management cases and the City of Albuquerque.

Approved:

Approved as to Legal Form:

  
Samantha Sengel Date 11/20/25  
Chief Administrative Officer

  
Lauren Keefe Date 11/19/25  
City Attorney

Recommended:

  
Risk Manager Date 11/18/25  
Rusty Keller

## **Cover Analysis**

- 1. What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Bardacke Allison Miller 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 the Risk Management 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 Three Hundred Thousand Dollars and No/100 (\$300,000.00). The Risk Department will fund this First Supplemental Legal Services Agreement, Fund 705.
- 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 Risk First Supplemental Agreement for Outside Counsel Legal Services Between Bardacke Allison LLP and the City of Albuquerque. R: EC O:  
 FUND: 705  
 DEPT: 2543100

- 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			
	2026	2027	2028	Total
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 Risk Management cases assigned to the Legal Department. DFAS will fund this with FY26 Fund 705 existing appropriation.

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

PREPARED BY: Rusty Keller 10/29/2025 | 12:07 PM MDT FISCAL ANALYST

APPROVED: Donna Sandoval 10/30/2025 | 5:28 PM MDT DIRECTOR (date)

Amber Keefe 11/10/2025 | 10:16 AM MST

REVIEWED BY: Haiyan Zhao 10/31/2025 | 10:00 AM MDT BUDGET ANALYST

Donna Sandoval 11/3/2025 | 8:46 AM MDT BUDGET OFFICER (date)

Christine Bourner 11/10/2025 | 9:35 AM MST CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
BARDACKE ALLISON 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"), and Bardacke Allison Miller LLP whose address is 141 E Palace Ave Ste 200 Santa Fe, NM 87501 ("Contractor").

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, effective August 15, 2025, 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 Three Hundred Thousand and NO/100 Dollars (\$300,000.00) 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:

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services ("Services") in conjunction and association with the City Council's General Counsel in the following cases:
  - Keller v. Albuquerque City Council, D-202-CV-2025-02459; PO-25-38323
  - And other Risk or 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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00), which amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) 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.

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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\_121366                      **Fiscal Year** 2026

**Subject:** DFA-Risk Recovery-2026\_OTR\_121366-Legal Services-BARDACKE ALLISON LLP

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

### AGREEMENT DETAILS

**Sponsor Department:** DFA                      **Division:** Risk Recovery

**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**                      BARDACKE ALLISON LLP                      0000149771

**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	<sup>initial</sup> GB 8/15/2025   9:18 AM MDT
Assistant City Atty	King, Devon P	Deputy City Attorney	DS DK 8/14/2025   9:43 AM MDT
Assistant City Atty	Sanders, Nicole Knight	Asst City Attorney	DS BR 8/14/2025   12:39 PM MDT
City Attorney	Keefe, Lauren	City Attorney	DS UK 8/14/2025   2:55 PM MDT
Department	Keller, Rusty R	Risk Manager	<sup>initial</sup> RK 8/15/2025   8:21 AM MDT
Department	Sandoval, Donna	Director	DS 8/15/2025   8:58 AM MDT

**CITY OF ALBUQUERQUE  
LEGAL SERVICES AGREEMENT  
BETWEEN  
BARDACKE ALLISON MILLER 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 Bardacke Allison Miller LLP, whose address is 141 E Palace Ave Ste 200 Santa Fe, NM 87501 ("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 Council in an official capacity; and

**WHEREAS**, due to the nature of the complaint, the City Attorney is conflicted from this matter.

**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 Council's General Counsel in the following cases:

Keller v. Albuquerque City Council, D-202-CV-2025-02459; PO-25-38323 and other Risk or 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**:

Justin Miller \$400/hour  
Michael Woods \$270/hour  
Paralegals \$120/hour

**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 Council 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 Council 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 Council'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 Council's General Counsel 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 Council's General Counsel 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 Council at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. **Reports Required.** The Contractor will regularly provide status updates to the City Council's General Counsel and agrees to meet with Council's Director at reasonable intervals upon request. The Contractor will also provide updates to City Councilors upon request.

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 Council's General Counsel. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Council's General Counsel for review and approval prior to filing.

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 provide 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.

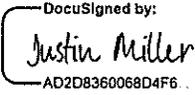
**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

**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: Bardacke Allison Miller LLP

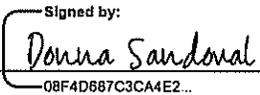
Approved By: 

Date: 8/12/2025 | 11:35 AM CDT

Name: Justin Miller

Title: Partner

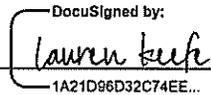
**CITY OF ALBUQUERQUE:**

Approved By: 

Date: 8/15/2025 | 8:58 AM MDT

Name: Donna Sandoval

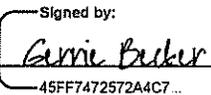
Title: DFAS Director

Approved By: 

Date: 8/14/2025 | 2:55 PM MDT

Name: Lauren Keefe

Title: City Attorney

Approved By: 

Date: 8/15/2025 | 9:18 AM MDT

Name: Gerrie Becker

Title: Procurement Administrator