

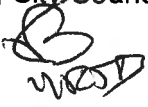


EC-14-71
City of Albuquerque
Legal Department

Richard J. Berry, Mayor

Interoffice Memorandum

March 17, 2014

To: Ken Sanchez, President, City Council
From: Richard J. Berry, Mayor 
SUBJECT: **Approval of First Supplemental to amend the scope of services and add monies for FY14 Outside Counsel Legal Services Agreement between Butt, Thornton & Baehr PC and the City of Albuquerque**

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental to amend the scope of services and add monies for FY14 Outside Counsel for Legal Services Agreement between Butt, Thornton & Baehr PC and the City Of Albuquerque for continuing representation of the City in the following Risk Management cases assigned to the Litigation/Employment Division.

Barr, Chandler Todd v. The City of Albuquerque, et al, CV-12-01109 GBW/RHS
Risk Liab. No. 2010-3.52-112524 (TV) "Elrick"

Nunez, Noel, (David Martinez) et al. v. Candis Defrates, et al.,
CV-2012-03518; Consolidated with David Martinez, et al. v. The City of Albuquerque, CV-2012-02278,
Risk Liab. No. 10-01779-02-22 (TV)

Nunez, Noel, as Wrongful Death Representative for Kimberly Aragon Nunez v. Candis Defrates, et al., CV-2012-03518,
Risk Liab. No. 2010-352-110774 (TV)

Torres, Stephan, as Personal Representative for Christopher Torres, deceased v. City of Albuquerque, ex. rel Albuquerque Police Department, CV-2011-06551,
Risk Liab. No.: 11-01999-01-22 (MG)

Valdez, Bertha v. Nevada General Insurance Company, et al., D-202-CV-2013-04794,
Risk Liab. No.: 2011-352-5610 (KM)

Vega, David v. The City of Albuquerque, et al., CIV-2013-00339 PJK/SMV,
Risk Liab. No. 2012-352-2694 (KM)

and other Risk cases as assigned


The FY14 Outside Counsel Legal Services Agreement is for a total of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and is based Butt, Thornton & Baehr PC's estimate.

Page two: EC memo for Approval of the 1st Supplement to the
FY14 Outside Counsel Legal Services Agreement between
Butt, Thornton & Baehr PC and the City of Albuquerque

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

Staff will be available to respond to questions at the appropriate hearings.

Recommended:



Robert J. Perry
Chief Administrative Officer

Approved as to Legal Form:



David Tourek,
City Attorney



Peter Ennen,
Risk Manger

Cover Analysis

1. What is it?

Approval of First Supplemental to amend the scope of services and add monies for FY14 Outside Counsel Legal Services Agreement between Butt, Thornton & Baehr PC and the City of Albuquerque

2. What will this piece of legislation do?

This piece of legislation with approval continues the representation of the City in the Risk Management and New Mexico Court of Appeals cases assigned to the Litigation Division, Employment Section of the Legal Department.

3. Why is this project needed?

This is needed to continue with the litigation process of the cases referenced. These cases were referred to outside counsel due to the workload management, conflict of interest, and the special expertise of the firm.

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

The total amount of the contract is \$250,000.00 for FY14 and will be funded through Risk Management liability program.

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

N/A

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

The cases will have to be handled by other outside counsel at a greater expense to the City.

7. Is this services already provided by another entity?

No.

**FIRST SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
BUTT, THORNTON & BAEHR, P.C.
AND THE CITY OF ALBUQUERQUE**

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Butt, Thornton & Baehr, P.C., a New Mexico professional corporation, whose address is PO Box 3170, Albuquerque, NM 87190 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated July 1, 2013 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 and an increase in the compensation are required; and

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

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

1. Section 1 Scope of Services 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 (hereinafter the "Services") in conjunction and association with the City Attorney in the following case:

Barr, Chandler Todd v. The City of Albuquerque, et al, CV-12-01109 GBW/RHS
Risk Liab. No. 2010-3.52-112524 (TV) "Elrick"

Nunez, Noel, (David Martinez) et al. v. Candis Defrates, et al.,
CV-2012-03518; *Consolidated with David Martinez, et al. v. The City of Albuquerque*, CV-2012-02278,
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Vega, David v. The City of Albuquerque, et al., CIV-2013-00339
PJK/SMV,
Risk Liab. No. 2012-352-2694 (KM)

and other Risk cases as assigned.

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

3. Compensation and Method of Payment

A. Compensation. The City agrees to pay the contractor up to the amount of **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)**, 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.

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 effective or binding until all required signatures have been obtained.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

CONTRACTOR: Butt, Thornton & Baehr, P.C.

Approved By:

Robert J. Perry
Chief Administrative Officer

By: _____

Title: _____

Date: _____

David Tourek, City Attorney

Peter Ennen, Risk Manager