

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

March 1, 2023

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of Third Supplement to John Stiff and Associates Outside Legal Counsel Services

Transmitted herewith for City Council consideration and approval is a proposed Third Supplemental Agreement for FY23 Outside Counsel Legal Services between John Stiff and Associates and the City of Albuquerque for continuing representation of the City and/or City officials on cases related to possession/entry of real estate properties on the Central Avenue corridor in relation to the Albuquerque Rapid Transit (ART) service.

This third supplemental adds fifty thousand dollars to the existing contract amount of one hundred ninety-five thousand, bringing the aggregate total of the agreement to two hundred forty-five thousand.

Council approval is required pursuant to §5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. The agreement is attached for your consideration and action.

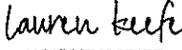
TITLE/SUBJECT OF LITIGATION Approval of Third Supplement to John Stiff and Associates
Outside Legal Counsel Services

Approved:



Lawrence Rael Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 3/29/2023 | 10:32 AM MDT
1A21D96D32C74EE
Lauren Keefe Date
City Attorney

Recommended:

DocuSigned by:
 3/28/2023 | 10:42 AM MDT
421175C5F1AB404...
Leslie Keener Date
Director

Cover Analysis

1. What is it?

Approval of the Third Supplemental Agreement to add monies for FY23 for Outside Legal Counsel Services between John Stiff and Associates and the City of Albuquerque.

2. What will this piece of legislation do?

This legislation provides approval required by § 5-5-19 R.O.A. 1994, Approval of Contracts, of the City's Public Purchasing Ordinance and allows the continuation of representation from John Stiff and Associates.

3. Why is this project needed?

This legislation is needed to continue legal services for cases related to possession/entry of real estate properties on the Central Avenue corridor in relation to the Albuquerque Rapid Transit (ART) service.

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

This Third Supplement adds fifty thousand, bringing the aggregate total of the Agreement to two hundred forty-five thousand dollars.

5. Is there a revenue source associated with this contract? No If so, what level of income is projected?

N/A

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

Legal services will terminate.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE:

R: EC O:
 FUND: 661
 DEPT: Transit

- 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 | | | |
|-------------------------------------|--------------|------|------|-------|
| | 2023 | 2024 | 2025 | Total |
| Base Salary/Wages | - | - | - | - |
| Fringe Benefits at | - | - | - | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | - | - | - | - |
| Property | - | - | - | - |
| Indirect Costs | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - |
| [] Estimated revenues not affected | | | | |
| [] Estimated revenue impact | | | | |
| Revenue from program | - | - | - | - |
| 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:

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

The Transit Department will be using existing appropriations to add \$50,000 for the the third supplemental for continued Legal Services related to Central Avenue corridor in relation to the ART service.

PREPARED BY:

DocuSigned by:
Karen Lopez 3/28/2023 | 10:38 AM MDT
 C25E08E8D114C0
 FISCAL ANALYST

APPROVED:

DocuSigned by:
Leslie Keener 3/28/2023 | 10:42 AM MDT
 12147866F14B404
 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Haiyan Zhao 3/28/2023 | 11:30 AM MDT
 E146FE31D8C64D2
 EXECUTIVE BUDGET ANALYST

DocuSigned by:
Bonnie L. Davis 3/29/2023 | 9:27 AM MDT
 D632F878C60244E
 BUDGET OFFICER (date)

DocuSigned by:
Christine Bonner 3/29/2023 | 9:43 AM MDT
 F02C2823149CC47D
 CITY ECONOMIST

**THIRD SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
JOHN STIFF AND ASSOCIATES
AND THE CITY OF ALBUQUERQUE**

THIS THIRD SUPPLEMENTAL 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 John Stiff and Associates, a New Mexico professional corporation, whose address is 400 Gold Ave SW Suite 1300, Albuquerque, NM, 87102 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 17, 2019, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

WHEREAS, the Original Agreement was amended by a First Supplemental Agreement dated December 15, 2020, which included an extension of the term of the Original Agreement to June 30, 2021, and added additional compensation in the amount of \$145,000, for a total agreement amount of \$195,000; and

WHEREAS, the Original Agreement was amended by a Second Supplemental Agreement, dated August 15, 2022, which included an extension of the term of the Original Agreement to December 31, 2023; and

WHEREAS, the City has determined that additional services and related additional compensation in the amount of \$50,000 are required; and

WHEREAS, the City desires to continue to engage the Contractor to render services in connection therewith, and the Contractor is willing to provide such services; and

WHEREAS, Contractor is agreeable to providing continued 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 3A of the Original Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000.00) for Services performed (the

"Compensation"), which amount includes the Original Agreement amount of Fifty Thousand and No/00 Dollars (\$50,000.00), plus the First Supplemental Agreement amount of One Hundred Forty-Five Thousand and No/00 Dollars (\$145,000.00), plus the Third Supplemental Agreement amount of Fifty Thousand and No/00 Dollars (\$50,000.00), and 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 such Services. 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 the payment for Services may exceed the amount specified herein, the Contractor shall notify the City Attorney's Office in writing.

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 the Third Supplemental Agreement, in which event, the terms and conditions of the Third Supplemental Agreement shall control.

3. This Third Supplemental 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 Third 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.

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

CONTRACTOR:

Company: JOHN STIFF AND ASSOCIATES

Approved By: _____ **Date:** _____

Name: John Stiff **Title:** Managing Partner

CITY OF ALBUQUERQUE:

Approved By: _____ **Date:** _____

Name: Lawrence Rael **Title:** Chief Administrative Officer

Approved By: _____ **Date:** _____

Name: Lauren Keefe **Title:** City Attorney

Approved By: _____ **Date:** _____

Name: Jennifer Bradley **Title:** Chief Procurement Officer

Approved By: _____ **Date:** _____

Name: Leslie Keener **Title:** Director/Transit