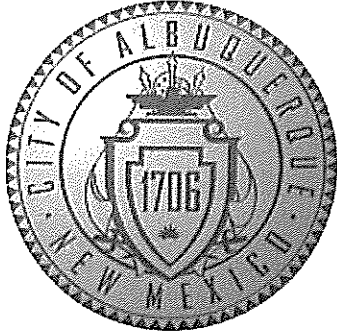


EC-23-293



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**      04/11/2023

**TO:**            Pat Davis, President, City Council

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

**SUBJECT:** Approval of the Risk Second Supplemental Agreement to add funds for Outside Counsel Legal Services between YLaw P.C. and the City of Albuquerque

Transmitted herewith for City Council consideration and approval is a proposed Second Supplemental Agreement for Outside Counsel Legal Services between YLaw P.C. and the City of Albuquerque for continuing representation of the City and/or City officials in Risk Management cases

The Second Supplemental Agreement is for One Hundred Thousand Dollars.

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 LITIGATION: Approval of the Risk Second Supplemental Agreement to add funds for Outside Counsel Legal Services between Ylaw P.C. and the City of Albuquerque

Approved:



\_\_\_\_\_  
Lawrence Rael                      Date  
Chief Administrative Officer

Approved as to Legal Form:

<sup>DS</sup>  
IS

DocuSigned by:  
*Lauren Keefe*      4/20/2023 | 1:11 PM MDT  
\_\_\_\_\_  
1A21D96D32C74EE...

\_\_\_\_\_  
Date  
City Attorney

Recommended:

DocuSigned by:  
*Jeannette Chavez*      4/17/2023 | 9:36 AM MDT  
\_\_\_\_\_  
6393AC1BB5C845E  
Jeannette Chavez      Date  
Risk Manager

## **Cover Analysis**

- 1. What is it?** Approval of the Second Supplemental Agreement for Outside Counsel Legal Services between YLaw P.C. 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 to continue with 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. How much will it cost and what is the funding source?** This Agreement is Two Hundred Fifty Thousand Dollars. The Risk Management liability program funds this Legal Services Agreement.
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** NA

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Risk First Supplemental Agreement to add funds for outside counsel  
 Legal Services between Ylaw P.C. and the COA R: EC O:  
 FUND: 705  
 DEPT: DFAS

- 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:

	2023	Fiscal Years 2024	2025	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
<b>Total Expenses</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>	\$ -	\$ -	\$ -	\$ -

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

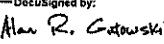
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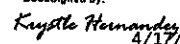
**COMMENTS:** This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of representation in the Risk Management cases assigned to the Legal Department.

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

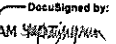
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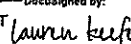
**PREPARED BY:**

DocuSigned by:  
  
 Alan R. Godowski  
 CO348E6633424F3  
 FISCAL ANALYST

DocuSigned by:  
  
 Kaytla Hernandez  
 4/17/2023 | 9:02 AM MDT  
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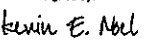
**APPROVED:**

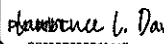
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 DIRECTOR (date)

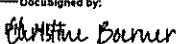
DocuSigned by:  
  
 Lauren Keefe  
 1A21006D32C74EE

4/20/2023 | 1:11 PM MDT

**REVIEWED BY:**

DocuSigned by:  
  
 Kevin E. Abel  
 CO348E6633424F3  
 EXECUTIVE BUDGET ANALYST

DocuSigned by:  
  
 Lawrence L. Davis  
 4/19/2023 | 4:14 AM MDT  
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 BUDGET OFFICER (date)

DocuSigned by:  
  
 Christine Berner  
 4/20/2023 | 8:59 AM MDT  
 E02C292395C047D  
 CITY ECONOMIST

**SECOND SUPPLEMENTAL AGREEMENT  
BETWEEN  
YLAW P.C.  
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 (hereinafter referred to as the "City"), and YLAW P.C., whose address is 4908 Alameda Blvd. NE, Albuquerque, NM 87113 (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated 7/1/2022 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$50,000.00; and

**WHEREAS**, the City has determined that additional compensation in the amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) 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 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 total amount of Two Hundred Fifty Thousand and NO/100 Dollars (\$250,000.00), plus reimbursement of expenses as provided in Section 3.C. below and any applicable gross receipts tax on such amounts. That total amount includes One Hundred Thousand and NO/100 Dollars (\$100,000.00) added in a Second Supplemental Agreement and Fifty Thousand and No/100 Dollars \$50,000.00) added in a First Supplemental Agreement to this Agreement. The total amount shall constitute full and complete compensation for the Contractor's Services under this Agreement.

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 Second Supplemental Agreement, in which event, the terms and conditions of this Second 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.