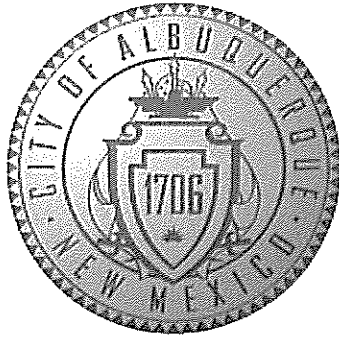


EC-24-240




CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

September 13, 2024

TO: Dan Lewis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of the Risk Second Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP 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 Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The Second Supplemental Agreement is for Two Hundred Sixty Thousand Dollars and No/100 (\$260,000.00).

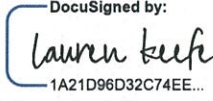
Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

TITLE/SUBJECT OF LITIGATION: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

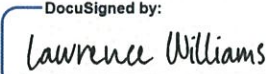
Approved:

Approved as to Legal Form:


Samantha Sengel ^{DS} _{DK} 10/11/24
Chief Administrative Officer Date


Lauren Keefe 10/7/2024 | 12:14 PM MDT
City Attorney Date

Recommended:


Lawrence Williams 10/3/2024 | 4:32 PM MDT
Risk Manager Date
Lawrence Williams

Cover Analysis

- 1. What is it?** Approval of the Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, 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 Agreement is Two Hundred Sixty Thousand Dollars and No/100 (\$260,000.00). The Risk Department will fund this Second 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 Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. 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:

	Fiscal Years			Total
	2025	2026	2027	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<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	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

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 FY25 Fund 705 existing appropriation.

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

10/4/2024 | 8:21 AM MDT

10/2/2024 | 10:20 AM MDT

PREPARED BY: Alan R. Gotowski DocuSigned by: Krystle Hernandez APPROVED: Donna Sandoval 10/3/2024 | 5:12 PM DocuSigned by: Laura Keefe 10/7/2024 |
 BUDGET ANALYST A9E3AEB405C14CD... DIRECTOR CA4E2... (date) 1A21D96D32C74EE...

REVIEWED BY: Donna Sandoval 10/3/2024 | 5:12 PM DocuSigned by: Lauren M. Davis 10/7/2024 | 9:57 AM Signed by: Christine Boerner 10/7/2024 | 10:32 AM MD
 EXECUTIVE BUDGET ANALYST B22011AD1200104... BUDGET OFFICER (date) E0202203140017B... CITY ECONOMIST

**SECOND SUPPLEMENTAL AGREEMENT
BETWEEN
HOLLAND & HART, 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 (hereinafter referred to as the "City"), and Holland & Hart, LLP (hereinafter referred to as the "Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor's representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated August 30, 2023 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 \$300,000.00; and

WHEREAS, the City has determined that additional compensation in the amount of Two Hundred Sixty Thousand and NO/100 Dollars (\$260,000.00) 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 amount of Six Hundred Sixty Thousand and NO/100 Dollars (\$660,000.00), which amount includes an additional Two Hundred Sixty Thousand and No/100 Dollars added in a Second Supplemental Agreement, 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.

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.

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