



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

**EC-19-310**

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

November 13, 2018

**TO:** Ken Sanchez, President, City Council

**FROM:** Timothy M. Keller

**SUBJECT: Approval of the Second Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Sanchez, Mowrer & Desiderio, PC and the City of Albuquerque**

Transmitted herewith for City Council consideration and approval is a proposed Second Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Sanchez, Mowrer & Desiderio, PC and the City of Albuquerque for continuing representation of the City and/or City officials in the following Risk Management case:

Provide advice and other consultation to the City Attorney's Office regarding litigation with BYD Motors Inc., and represent the City with respect to any litigation with BYD Motors, Inc.

The Second Supplemental Agreement adds One Hundred Twenty-Five Thousand Dollars to the Original Agreement, as supplemented, bringing the aggregate total of the Agreement to Two 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 Supplemental Agreement for your consideration and action.

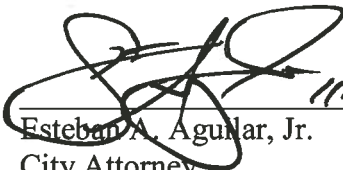
**SUBJECT: Approval of the Second Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Sanchez, Mowrer & Desiderio, PC and the City of Albuquerque**

Approved:

Approved as to Legal Form:

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

12/12/18  
Date

  
\_\_\_\_\_  
Esteban A. Aguilar, Jr.  
City Attorney

11-29-18  
Date



Recommended:

  
\_\_\_\_\_  
Peter Ennen  
Risk Manager

11-26-18  
Date

## Cover Analysis

### **1. What is it?**

Approval of the Second Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Sanchez, Mowrer & Desiderio, PC 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 case assigned to the Legal Department.

### **3. Why is this project needed?**

This is needed to continue with the litigation process for the case referenced. This case was 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 Second Supplemental Agreement adds One Hundred Twenty-Five Thousand Dollars to the Original Agreement, as supplemented, bringing the aggregate total of the Agreement to Two Hundred Thousand Dollars. The Risk Management liability program funds this portion of the Legal Services Agreement.

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

N/A

**FISCAL IMPACT ANALYSIS**

TITLE: FY19 Outside Counsel for Legal Services Agreement between Sanchez, Mowrer & Desiderio and the City of Albuquerque

EC  
FUND: 705

DEPT: Finance and Admin Svc

- 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:

	2018	Fiscal Years 2019	2020	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 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:**

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

PREPARED BY:

APPROVED:

*Carmen Chittelle* 11/26/18  
FISCAL ANALYST

*[Signature]* 11-29-18  
DIRECTOR (date)

REVIEWED BY:

*Jayne Aranda*  
EXECUTIVE BUDGET ANALYST

*[Signature]* 11/27/18  
BUDGET OFFICER (date)

*[Signature]* 11/27/18  
CITY ECONOMIST

*[Handwritten initials]*

**SECOND SUPPLEMENTAL AGREEMENT  
TO LEGAL SERVICES AGREEMENT  
BETWEEN  
SANCHEZ, MOWRER & DESIDERIO, P.C.  
AND THE CITY OF ALBUQUERQUE**

THIS SECOND 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 Sanchez, Mowrer & Desiderio, P.C., whose address is 115 8th Street, SW, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

**RECITALS**

WHEREAS, the City and Contractor entered into an Agreement, dated 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 continued services are required; and

WHEREAS, the 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 amended to read as follows:

**A. Compensation.** The City agrees to pay the Contractor up to the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), for Services performed (the "Compensation"), 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.

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 effective or binding until all required signatures have been obtained.

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

**CITY OF ALBUQUERQUE**

**CONTRACTOR: Sanchez, Mowrer & Desiderio, P.C.**

Approved By:

By: \_\_\_\_\_

\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Esteban A. Aguilar, Jr.  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
B. Jesse Muniz  
Chief Procurement Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter Ennen  
Risk Manager

Date: \_\_\_\_\_