



CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor


EC-19-319

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

December 19, 2018

TO: Klarissa Peña, President, City Council

FROM: Timothy M. Keller 

SUBJECT: **Approval of the First Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Kennedy, Moulton & Wells, P.C. and the City of Albuquerque**

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Kennedy, Moulton & Wells, P.C. and the City of Albuquerque for continuing representation of the City and/or City officials in the following Risk Management cases:

Chavez, Reynaldo v. City of Albuquerque, et al., CV-2016-00086

McClendon, Jimmy (Billy), et al. v. City of Albuquerque, et al., 6:95-cv-00024 JAP-KBM (settlement oversight)

Touchet, Mia v. City of Albuquerque, D-202CV-2018-00497

Silver, Ron v. City of Albuquerque, D-202-CV-2017-04625


Aaron Loggins v. City of Albuquerque, D-202-CV-2017-00296

The First Supplemental Agreement adds One Hundred Fifty Thousand Dollars to the Original Agreement, bringing the aggregate total of the Agreement to Two Hundred Twenty-Five 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 First Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Kennedy, Moulton & Wells, P.C. and the City of Albuquerque


Approved:



Sarita Nair Date
Chief Administrative Officer

11/15/19

Approved as to Legal Form:



Esteban A. Aguilar, Jr. Date
City Attorney

1-7-19

Recommended:



Risk Manager Date

12/21/18

Cover Analysis

1. What is it?

Approval of the First Supplemental Agreement to add monies for FY19 Outside Counsel Legal Services between Kennedy, Moulton & Wells, 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 First Supplemental Agreement adds One Hundred Fifty Thousand Dollars to the Original Agreement, bringing the aggregate total of the Agreement to Two Hundred Twenty-Five Thousand Dollars. The Risk Management liability program funds this 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 Kennedy, Moulton & Wells, P.C. 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:

	2019	Fiscal Years 2020	2021	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<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				
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:

PREPARED BY: [Signature] 12/21/19
 FISCAL ANALYST

APPROVED: [Signature] 1/4/19
 DIRECTOR (date)

REVIEWED BY: [Signature]
 EXECUTIVE BUDGET ANALYST

[Signature] 12/31/18
 BUDGET OFFICER (date)

[Signature] 12/28/18
 CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
KENNEDY, MOULTON & WELLS, 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 Kennedy, Moulton & Wells, P.C., a New Mexico professional corporation, whose address is 2201 San Pedro NE, Bldg. 2, Suite 105, Albuquerque, NM 87110 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated July 1, 2018 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 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 3A of the Original Agreement is hereby amended to read as follows:

Compensation. The City agrees to pay the Contractor up to the amount of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00), 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 First Supplemental Agreement, in which event, the terms and conditions of this First 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 First Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

Esteban A. Aguilar, Jr.
City Attorney

Date: _____

B. Jesse Muniz
Chief Procurement Officer

Date: _____

Risk Manager

Date: _____

CONTRACTOR: Kennedy, Moulton & Wells, P.C.

By: _____

Title: _____