

EC-20-191



CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

October 21, 2020

TO: Pat Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Supplemental to EC-19-486

(IMMEDIATE ACTION REQUESTED)

Due to Covid-19, this EC seeks to increase the maximum amount of the contracts for personnel hearing officers to twenty-seven thousand five hundred dollars (\$27,500.00). Personnel hearings historically have been distributed somewhat evenly through the year. Between March and June 2020, the Office of Administrative Hearings conducted few hearings, but the OAH did receive requests for personnel hearings during that time. When the OAH resumed conducting hearings, there was a backlog of matters, which was addressed between July and October. This rush of hearings resulted in a skewed workload. Although the Clerk's Office anticipates that most of the hearing officers will not exceed twenty thousand dollars, we may need to issue supplemental contracts in one or more instances.

This EC further seeks to clarify the prior EC in this matter. In September 2019, EC-19-486 was submitted to Council regarding the Recommendation of Award for RFP No. 201000050 "Personnel Hearing Officers." The EC recommended awarding five contracts to five of the attorneys who submitted RFPs. By ordinance, Personnel Hearing Officers are offered two-year contracts. Historically, these contracts have been for a maximum of \$20,000.00 for the two-year period, or ten-thousand dollars per fiscal year.

The cover analysis of EC-19-486 intended to convey that--consistent with past practice--the Clerk's Office would be offering contracts to the hearing officers of twenty thousand dollars, or ten thousand dollars per fiscal year. The cover analysis, however, stated "we anticipate issuing five contracts of ten thousand dollars (\$10,000.00)." This Supplemental EC seeks to clarify that consistent with ordinance and past practice, the City Clerk's Office issued contracts of twenty thousand dollars to the hearing officers.

Cover Analysis

1. What is it? This is an executive communication which will increase the total authorization for the contracts issued to hearing officer from \$20,000 to \$27,500 due to a significant amount of work that was delayed due to COVID-19. This executive communication also seeks to clarify the Council's decision on a prior executive communication and clarify that the Office of the City Clerk was authorized to issue contracts of twenty thousand dollars per year, or ten thousand dollars per fiscal year, not contracts of ten thousand dollars.

2. What will this piece of legislation do? As described above, this executive communication will clarify that the Council's vote confirming a prior executive communication authorized the City Clerk's Office to issue contracts to Personnel Hearing Officers for twenty thousand dollars. It will additionally authorize the City Clerk's Office to issue a supplemental contracts to the hearing officers for an additional seven thousand five hundred dollars to compensate for an unexpected spate of hearings.

3. Why is this project needed? The initial executive communication approved by the City Council, which authorized the City Clerk's Office to contract with personnel hearing officers, was unclear and said that the City Clerk's Office could issue contracts of ten thousand dollars. There has also been a lot of work for hearing officers this year and the Clerk's Office needs authorization to issue supplemental contracts.

4. How much will it cost and what is the funding source? Clarifying that the City Clerk is authorized to issue contracts of twenty thousand dollars over a two-year period will not require any additional funding. These contracts have traditionally been for twenty thousand dollars allocated equally over two fiscal years. The increase of the hearing officers' contract amounts by seven thousand five hundred dollars will come from existing appropriations to the City Clerk's Office and the Office of Administrative Hearings.

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

FISCAL IMPACT ANALYSIS

TITLE: Correction to

R: O:

FUND: 110

DEPT: Clerk

- [X] 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: 0

| | Fiscal Years | | | |
|-------------------------------------|--------------|-------------|-------------|-------------|
| | 2019 | 2020 | 2021 | Total |
| Base Salary/Wages | | | | - |
| Fringe Benefits at | | | | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | | - | | - |
| Property | | - | - | - |
| Indirect Costs | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - |
| [] Estimated revenues not affected | | | | |
| [x] Estimated revenue impact | | | | 0 |
| 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:

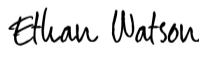
COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:

 10/22/2020 | 11:52 AM PDT
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FISCAL ANALYST

APPROVED:

DocuSigned by:

 10/22/2020 | 12:06 PM PDT
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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

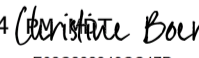
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EXECUTIVE BUDGET ANALYST

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 10/22/2020 | 3:14 PM PDT
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BUDGET OFFICER (date)

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 10/22/2020 | 3:16 PM MDT
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CITY ECONOMIST

SUPPLEMENTAL AGREEMENT

THIS 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 Attorney at Law Judith L. Durzo, an individual, whose address is PO Box 95345, Albuquerque, NM 87199 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 3, 2019, 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 a supplemental agreement is needed to add monies to continue the Personnel Hearing Officer services pursuant to RFP P2019000050; and

WHEREAS, the parties agree that electronic signatures are preferred; and

WHEREAS, the Contractor is agreeable to continuing the services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 3.A. 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 Twenty-Seven Thousand, Five Hundred Dollars (\$27,500.00) which amount includes 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 performing such Services. Both Parties shall be responsible for ensuring that the Contractor does not bill for Services in an amount exceeding the contract amount. The Contractor shall provide monthly ledger reports to the City Clerk 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 payment for Services may exceed the contract amount, the Contractor shall notify the City Clerk's Office in writing.

2. Section 25 is added which reads:

25. **Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this 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.

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

4. This Agreement shall not become effective or binding until approved by the City's Purchasing Officer.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

**CONTRACTOR: Attorney at Law
Judith L. Durzo**

Approved By:

By: _____

Ethan Watson
City Clerk

Title: _____

Date: _____

Purchasing Officer

Date: _____

SUPPLEMENTAL AGREEMENT

THIS 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 Ripley B. Harwood, whose address is 201 Third Street NW Suite 500, Albuquerque, NM 87120 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 12, 2019, 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 a supplemental agreement is needed to add monies to continue the Personnel Hearing Officer services pursuant to RFP P2019000050; and

WHEREAS, the parties agree that electronic signatures are preferred; and

WHEREAS, the Contractor is agreeable to continuing the services.

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4. This Agreement shall not become effective or binding until approved by the City's Purchasing Officer.

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

CITY OF ALBUQUERQUE

CONTRACTOR: Ripley B. Harwood

Approved By:

By: _____

Title: _____

Ethan Watson
City Clerk

Date: _____

Purchasing Officer

Date: _____

SUPPLEMENTAL AGREEMENT

THIS 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 Rita G. Siegel, an individual, whose address is 202 Girard SE, Albuquerque, NM 87106 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 12, 2019, 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 a supplemental agreement is needed to add monies to continue the Personnel Hearing Officer services pursuant to RFP P2019000050; and

WHEREAS, the parties agree that electronic signatures are preferred; and

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4. This Agreement shall not become effective or binding until approved by the City's Purchasing Officer.

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

CITY OF ALBUQUERQUE

CONTRACTOR: Rita G. Siegel

Approved By:

By: _____

Ethan Watson
City Clerk

Title: _____

Date: _____

Purchasing Officer

Date: _____

SUPPLEMENTAL AGREEMENT

THIS 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 William R. Babington, JR, whose address is 105 Paa Ko Dr, Sandia Park, NM 87047-8512 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 12, 2019, 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 a supplemental agreement is needed to add monies to continue the Personnel Hearing Officer services pursuant to RFP P2019000050; and

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

CITY OF ALBUQUERQUE

CONTRACTOR: William R. Babington, JR

Approved By:

By: _____

Ethan Watson
City Clerk

Title: _____

Date: _____

Purchasing Officer

Date: _____