




CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM 11/6/2020

TO: Pat Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of the First Supplemental Agreement to add monies for FY21 outside Counsel Legal Services between John Stiff and Associates and the City of Albuquerque

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for FY21 Outside Counsel Legal Services between John Stiff and Associates and the City of Albuquerque for continuing representation of the City and/or City officials in the following Risk Management cases:

Represent City of Albuquerque in City of Albuquerque v. Tecolote Resources, Inc.; Kelly's Legacy, LLC; Sheri I Bovina, Trustee of the Burden's Children's Trust; Tecolote X-Kmart II, LLC; Parcel 9 ART Project; 4208 Central Ave, NWD-202-CV-2016-05662; and


Represent City of Albuquerque and its Real Property Division, Department of Municipal Development, and other municipal agencies on an as needed basis to conduct litigation, legal review of contracts, and provide other legal services to ensure the City's interests are protected, and provide counsel related to ongoing real property matters.

The first supplemental agreement adds one hundred forty five thousand dollars to the original agreement, bringing the aggregate total of the agreement to two hundred ninety 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 Agreement for your consideration and action.

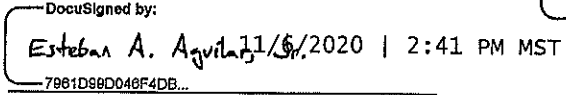
SUBJECT: Approval of the First Supplemental Agreement to add monies for FY21 outside Counsel Legal Services between John Stiff and Associates and the City of Albuquerque

Approved:



Sarita Nair Date
Chief Administrative Officer 11/10/20

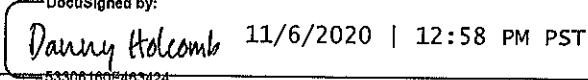
Approved as to Legal Form:



Esteban A. Aguilar, Jr. Date
City Attorney

DS
km

Recommended:



Danny Holcomb Date
Transit Director

Cover Analysis

1. What is it?

Approval of the First Supplemental Agreement to add monies for FY21 Outside Counsel Legal Services between John Stiff and Associates 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 forty five Thousand dollars to the Original Agreement, bringing the aggregate total of the Agreement to two hundred ninety five thousand dollars.

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

N/A

FISCAL IMPACT ANALYSIS

TITLE: FY21 Outside Counsel for Legal Services Agreement between John Stiff and Associates and the City of Albuquerque R: EC O:
 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:

	Fiscal Years			
	2021	2022	2023	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" 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.


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

PREPARED BY: Krystle Hernandez

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FISCAL ANALYST

APPROVED:

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 11/6/2020 | 12:58 PM PST
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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

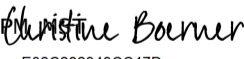
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EXECUTIVE BUDGET ANALYST

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BUDGET OFFICER (date)

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CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT
TO LEGAL SERVICES AGREEMENT
BETWEEN
JOHN STIFF AND ASSOCIATES
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 John Stiff And Associates, A New Mexico professional corporation, whose address is 400 Gold Ave SW Suite 1300 Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 17, 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 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.

WHEREAS, the City and Contractor wish to ratify all actions taken by the parties from the date of the execution of the Original Agreement through to the execution of the First Supplemental Agreement.

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

1. Section 2 of the Original Agreement is hereby amended to read as follows:

2. Time of Performance. Services of the Contractor shall commence on the date of final execution, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that in any event, all of the Services required hereunder shall be completed by 6/30/2021.

The parties acknowledge that by signing this First Supplemental Agreement, the parties ratify all actions taken from the date of execution of the Original Agreement through to the execution of this First Supplemental Agreement. Further, the parties explicitly agree that all of the terms and conditions of the First Supplemental Agreement, including but not limited to insurance requirements, Federal and State regulations, and indemnification are applicable continuously commencing on the date of execution of the Original Agreement.

2. Section 3A of the Original Agreement is hereby amended to read as follows:

Compensation. For performing the Services specified in Section 1 hereof, the the City agrees to pay the Contractor an additional One Hundred Forty Five Thousand Dollars (\$\$145,000.00) up to the amount of One Hundred Ninety Five Thousand and No/100 Dollars (\$195,000.00), 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. Both Parties shall be responsible for assuring 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 Attorney 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 Attorney's Office in writing.

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.

4. **Electronic Signatures:** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The Parties agree this First Supplemental 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.

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