

# CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M. Keller

## INTER-OFFICE MEMORANDUM

02/18/21

**TO:** Cynthia Borrego, President, City Council

**FROM:** Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK', is written over the name 'Timothy M. Keller'.

**SUBJECT:** Approving a Supplemental Agreement with Jaramillo Law Firm PC

Attached for your consideration and approval is a Second Supplemental Agreement with Jaramillo Law Firm PC (Contractor). The purpose of this contract is to provide legislative and lobbying services for the City of Albuquerque.


The City and contractor first entered into a 12 month agreement on October 7, 2019 in the amount of \$80,906.25. A First Supplemental Agreement was executed on December 18, 2020 for November and December 2020 in the amount of \$13,484.35. The City is requesting an extension of the contract that will increase the value of the contract by \$80,906.25 for a total contract value of \$175,296.86. Pursuant to Purchasing Ordinance 5-5-19, City Council approval is required because the City has agreements with the contractor that exceed \$100,000.

This agreement will be funded through City Support (110/7714000).

Your consideration and approval is requested.


**SUBJECT: Approving a Supplemental Agreement with Jaramillo Law Firm PC**

Approved:

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


3/18/21

Approved as to Legal Form:

DocuSigned by:  
 3/18/2021 | 4:59 PM MST  
\_\_\_\_\_  
Esteban A. Aguilar, Jr. Date  
City Attorney

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Recommended:

DocuSigned by:  
 3/3/2021 | 12:52 PM MST  
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Michael Puelle Date  
Chief of Staff

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## Cover Analysis

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

This is a Second Supplemental agreement with Jaramillo Law Firm PC for legislative and lobbying services for the City of Albuquerque.

### **2. What will this piece of legislation do?**

This legislation will authorize an increase of the contract value by an additional \$80,906.25 for the calendar year 2021.

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

This contract is needed to assist in representing the City of Albuquerque's interests at the Office of the Governor, the New Mexico State Legislature and with New Mexico Departments.

### **4. How much will it cost and what is the funding source?**

The value of the contract is \$175,296.86. The funding source is City Support (110/7714000).

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

N/A

### FISCAL IMPACT ANALYSIS

TITLE: Approving a Supplemental Agreement with Jaramillo Law Firm PC R: EC O:  
 FUND: 110/7714000  
 DEPT: Mayor's Office

- 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	-	-	-	-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<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	-	-	-	-
<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: This piece of legislation provides the approval required by § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance.**

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

PREPARED BY:

DocuSigned by:  
*Kevin E. Noel* 3/1/2021 | 1:37 PM MST  
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FISCAL ANALYST

APPROVED:

DocuSigned by:  
*Michael Puello* 3/3/2021 | 12:52 PM MST  
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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:  
*Jayne Aranda* 3/4/2021 | 3:10 PM MST  
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EXECUTIVE BUDGET ANALYST

DocuSigned by:  
*Lawrence L. Davis* 3/4/2021 | 4:16 PM MST  
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BUDGET OFFICER (date)

DocuSigned by:  
*Christine Boerner* 3/4/2021 | 4:22 PM MST  
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CITY ECONOMIST

## SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Jaramillo Law Firm PC, 505 Roma Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as the "Contractor").

### RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated October 7, 2019 hereinafter referred to as the "Original Agreement", whereby the City and the Contractor agreed to render certain professional services to the City; and

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

WHEREAS, the City has determined that additional compensation is needed for continuation of Services; and

WHEREAS, the Contractor is agreeable to the additional compensation; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by parties from the date of execution of the Original Agreement through to the execution of this Second 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 upon final execution of this Agreement and shall be under taken and completed in such sequence as the 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 December 31, 2021. Further, by signing this Agreement, the parties ratify all actions taken from the date of execution of the Original Agreement through to the execution of this Second Supplemental Agreement. Further, the parties explicitly agree that all of the terms and conditions of the Original Agreement, including but not limited to insurance requirements 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:

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of One Hundred Seventy Five Thousand Two Hundred and Ninety Six Dollars 86/100 (\$175,296.86), 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 in performing the Services.

3. Section 30 is added, which reads as follows:

30. Electronic Signatures. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4. 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.

5. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

**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: Jaramillo Law Firm  
PC**

Approved By:

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

By: \_\_\_\_\_  
David Jaramillo

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

Approved By:

\_\_\_\_\_  
Jennifer Lee Bradley  
Chief Procurement Officer

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