

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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

February 26, 2026

**TO:** Klarissa J. Peña, President, City Council

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



**SUBJECT:** Approval of the Risk Fourth Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed Fourth Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The Fourth Supplemental Agreement is for Two Hundred Thousand Dollars and No/100 (\$200,000.00).


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.

TITLE/SUBJECT OF LITIGATION: Approval of the Risk Fourth Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

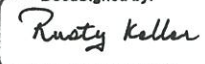
Approved:

Approved as to Legal Form:

  
Samantha Sengel      Date  
Chief Administrative Officer

DocuSigned by:  
      3/19/2026 | 6:25 PM MDT  
1A21D96D32C74EE  
Lauren Keefe      Date  
City Attorney

Recommended:

DocuSigned by:  
      3/5/2026 | 11:23 AM MST  
89651F7BC05F4DB...  
Risk Manager      Date  
Rusty Keller

## **Cover Analysis**

1. **What is it?** Approval of the Fourth Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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. **Is there a revenue source associated with this contract? If so, what level of income is projected?** No
5. **How much will it cost and what is the funding source?** This Agreement is Two Hundred Thousand Dollars and No/100 (\$200,000.00). The Risk Department will fund this Third Supplemental Legal Services Agreement, Fund 705.
6. **Is there a revenue source associated with this contract? If so, what level of income is projected?** NA
7. **Is this service already provided by another entity?** NO

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Risk Fourth Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O:  
 FUND: 705  
 DEPT: 2543100

- 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			Total
	2026	2027	2028	
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 checked="" 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:** 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. DFAS will fund this with FY26 Fund 705 existing appropriation.

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

PREPARED BY: Rusty Kellan 3/5/2026 | 11:23 AM MST FISCAL ANALYST

APPROVED: Donna Sandoval 3/5/2026 | 12:19 (date) DIRECTOR

REVIEWED BY: Haiyan Zhao 3/9/2026 | 9:19 AM MDT EXECUTIVE BUDGET ANALYST

Kevin E. Noll 3/11/2026 | 10:07 AM BUDGET OFFICER (date)

Christine Barner 3/11/2026 | 10:17 AM MDT CITY ECONOMIST

3/19/2026 | 6:25 F

**FOURTH SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation ("City"), and Holland & Hart, LLP ("Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued services to the City; and

**WHEREAS**, the City and Contractor entered into a Second Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$200,000.00, to allow for continued services to the City; and

**WHEREAS**, the City and Contractor entered into a Third Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$260,000.00, to allow for continued services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 total amount of One Million Sixty Thousand and NO/100 Dollars (\$1,060,000.00), which amount includes an additional Three Hundred Thousand and No/100 Dollars (300,000.00) added in a First Supplemental Agreement, Two Hundred Thousand and NO/100 Dollars (\$200,000.00) added in a Second Supplemental Agreement, Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00) added in a Third Supplemental Agreement, and Two Hundred Thousand and NO/100 Dollars (\$200,000.00) add in a Fourth Supplemental Agreement, and which total amount includes any applicable gross receipts taxes and 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.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, as previously amended, 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 Fourth Supplemental Agreement, in which event, the terms and conditions of this Fourth Supplemental Agreement shall control.

3. 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 LEFT INTENTIONALLY BLANK**

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: Legal Services  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$100,000.00 Payable  
 Contract Total:

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$100,000.00

Date Submitted: 08/28/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	8/31/2023   9:18 AM MDT		
Asst. City Attorney:			<sup>DS</sup> KM	8/30/2023   10:42 AM MDT	<sup>DS</sup> LK	8/30/2023 9:28 AM MDT
CIP:						
City Attorney:			<sup>DS</sup> LK	8/30/2023   1:27 PM MDT		
CAO:				8/30/2023   6:41 AM MDT		
Department:			<sup>DS</sup> ARG	8/31/2023   8:58 AM MDT	<sup>DS</sup> SVP	8/30/2023 2:04 PM MDT
Budget:						
Others:					<sup>DS</sup> KL	8/30/2023 8:22 AM MDT

**CITY OF ALBUQUERQUE  
LEGAL SERVICES AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the last dated City signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Holland & Hart, LLP (hereinafter referred to as the "Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor's representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

**WHEREAS**, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

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

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case: Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

2. **Time of Performance.** Services of the Contractor shall commence on the date of the last signature below and shall continue through termination of the litigation. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** The City agrees to pay the Contractor up to the amount of \$100,000 (the "Compensation") including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** The Compensation shall be payable at the following rates for professional services, which rates are **exclusive of gross receipts taxes**:

John C. Anderson: \$450/per hour

Mark D. Gibson: \$500/per hour

Paralegal Rate: \$280/per hour

**Any applicable gross receipts taxes will be computed and added as a separate item to the billing.**

**C. Reimbursement of Expenses.** The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed at no greater than one-half of the traveling party's hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

**D. Invoices and Payments.** Compensation and expense reimbursements shall be paid to the Contractor monthly upon receipt by the City Legal Department of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and in accordance with subsection E. below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**E. Time Records.** The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

**F. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. Future payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. However, all obligations of the City due and owed to Contractor for work already performed under the contract by Contractor prior to termination will be paid to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**G. Responsibility to Monitor Contract Billing.** 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.

**4. Interest of Contractor.**

**A.** Although Contractor screens for actual and potential conflicts of interest, a potential conflict of interest will not warrant disclosure if it ultimately does not amount to an actual conflict of interest requiring informed consent and waiver. The City understands that ethical considerations, including Rule of Professional Conduct 1.6, may preclude Contractor from advising the City of any conflicts of interest without the current or prospective client's consent. The Contractor agrees that aside from the two matters where the City is currently adverse to the Contractor's clients, Eolian, LP and Kairos Power, as set forth in the conflict waiver language agreed to by the City via email dated July 21, 2023 it presently has no other direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

**B.** The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

**C.** As a condition to Contractor's undertaking this matter for the City of Albuquerque, the City has agreed that Contractor may represent existing or new clients in any future matter that is not substantially related to Contractor's work for the City of Albuquerque, even if the interests of such clients in those other matters are directly adverse to the City of Albuquerque. This will also confirm that Contractor advised the City to consult with independent counsel, and that the City has had an adequate opportunity to do so, before providing its consent and agreeing to this advance waiver.

**5. Records, Pleadings, and Case File.** Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

**6. Reports Required.** Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

**7. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

**8. Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

**9. Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

**10. Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

**11. Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

**12. Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

**13. Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

**14. Indemnity.** The Contractor agrees to indemnify the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing in this Agreement shall broaden or expand Contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable state law (including comparative and contributory negligence principles) or impose liability on Contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without the prior written consent of Contractor.

**15. Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City of Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

**16. Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

**17. Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

**18. ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

**19. Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

**20. Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

**21. Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

**22. Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

**23. 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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## EXHIBIT A

**Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

### **A. Commercial General Liability Insurance. NA**

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

### **B. Automobile Liability Insurance. NA**

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.

**E. Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

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

**CONTRACTOR:**

Company: Holland & Hart LLP

Approved By:   
01B8AC2BD6D6417...

Date: 8/30/2023 | 9:26 AM MDT

Name: John Anderson

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


**CITY OF ALBUQUERQUE:**

Approved By:   
6393AC1BB5C845E...

Date: 8/30/2023 | 2:04 PM MDT

Name: Jeannette Chavez

Title: Risk Manager

Approved By:   
5EAB2A5A4D104D1...

Date: 8/31/2023 | 9:18 AM MDT

Name: Jennifer Bradley

Title: Chief Procurement Officer

  
FE311EBF1D6E43C...  
Stephanie Yara

8/31/2023 | 8:58 AM MDT

Treasurer

  
1A21D96D32C74EE...

8/30/2023 | 1:27 PM MDT

City Attorney

Lauren Keefe



August 29, 2023

City of Albuquerque  
One Civic Plaza NW  
Fourth Floor, Room 4072  
Albuquerque, NM 87103

Attn: Krystle Hernandez, Fiscal Legal Admin


**CONFIRMATION OF INSURANCE**

We hereby confirm that Holland & Hart LLP has Professional Liability Coverage under Policy LPL-1023-2023 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2023 to January 1, 2024.

Such Policies are subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 8/29/2023

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252.1

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: add funds  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$300,000.00 Payable  
 Contract Total: \$400,000.00

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$400,000.00

Date Submitted: 11/22/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

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**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	11/29/2023   11:22 AM MST		
Asst. City Attorney:			<sup>DS</sup> ME	11/28/2023   3:31 PM MST	<sup>DS</sup> DK	11/28/2023   3:10 PM MST
CIP:						
City Attorney:			<sup>DS</sup> LK	11/28/2023   3:32 PM MST		
CAO:			<sup>DS</sup> [Signature]	11/29/2023   2:06 PM MST		
Department:			<sup>DS</sup> DS	11/29/2023   3:38 AM MST	<sup>DS</sup> [Signature]	11/29/2023   8:00 AM MST
Budget:				11/28/2023   2:37 PM MST		
Others:					<sup>DS</sup> KL	11/28/2023   2:39 PM MST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.


4. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

**CONTRACTOR:**

Company: Holland & Hart LLP

Approved By:   
DocuSigned by:  
01B8AC2BD6D6417...

Date: 11/28/2023 | 3:09 PM MST

Name: John Anderson

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

**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
6C60BC2DC1F0412...

Date: 11/29/2023 | 8:00 AM MST

Name: Lawrence Williams

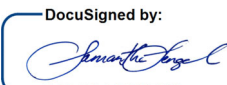
Title: Acting Risk Manager

Approved By:   
DocuSigned by:  
5EAB2A5A4D104D1...

Date: 11/29/2023 | 11:22 AM MST

Name: Jennifer Bradley

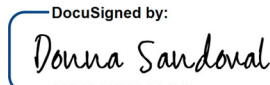
Title: Chief Procurement Officer

Approved By:   
DocuSigned by:  
BC2424C09B8741A...

Date: 11/29/2023 | 2:06 PM MST

Name: Samantha Senge

Title: Chief Administrative Officer

  
DocuSigned by:  
08F4D687C3CA4E2...

Donna Sandoval

11/29/2023 | 8:38 AM MST

DFAS Director

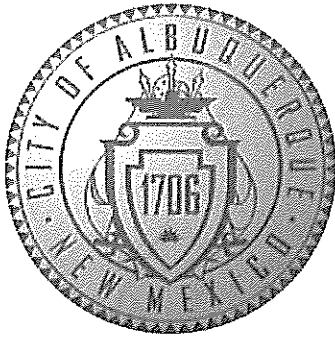
  
DocuSigned by:  
1A21D96D32C74EE...

Lauren Keefe

11/28/2023 | 3:32 PM MST

City Attorney

<b>File #</b>	<b>Enactment #</b>	<b>Type</b>	<b>Status</b>	<b>File Created</b>	<b>Final Action</b>	<b>Title</b>
EC-23-382		Executive Communication	Approved	11/8/2023	11/20/2023	Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

October 23, 2023

**TO:** Patrick Davis, 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:** Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The First Supplemental Agreement is for Three Hundred Thousand Dollars and No/100 (\$300,000.00).

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.



## **Cover Analysis**

- 1. What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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 Agreement is Three Hundred Thousand Dollars and No/100 (\$300,000.00). The Risk Department will fund this First Supplemental Legal Services Agreement.
  
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** N/A.

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O:  
 FUND: 705  
 DEPT: DFAS

- 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:

	2024	Fiscal Years		2026	Total
		2025			
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>	<b>\$ -</b>
<input checked="" 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>	<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 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:**

10/23/2023 | 2:23 PM MDT

10/23/2023 | 2:24 PM MDT

10/24/2023 | 11:07 AM MDT

PREPARED BY:

DocuSigned by:  
*R. Gutowski*  
 D5ABA311B430446  
 FISCAL ANALYST

APPROVED:

DocuSigned by:  
*Donna Sandoval* 10/23/2023 | 4:02 PM MDT  
 08F4D887C3CA4E2  
 DIRECTOR (date)

DocuSigned by:  
*Laura Keefe*  
 1A21D96032C74EE

REVIEWED BY:

DocuSigned by:  
*Kevin E. Noel*  
 D5ABA311B430446  
 EXECUTIVE BUDGET ANALYST

DocuSigned by:  
*Brandon L. Davis* 10/24/2023 | 11:07 AM MDT  
 BD22ED7BF09344E  
 BUDGET OFFICER (date)

DocuSigned by:  
*Christine Bomer* 10/24/2023 | 11:06 AM MDT  
 E02C282349CC47D  
 CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

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4. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252.2

**PRELIMINARY**

For Grants Only:

Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: add additional funds  
 Dept/Div: Legal/

Vendor: Holland & Hart LLP  
 Contract Amount: \$200,000.00 Payable  
 Contract Total: \$600,000.00

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$600,000.00

Date Submitted: 03/12/2024

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<u>DS</u> <u>JB</u>	3/15/2024   2:23 PM MDT		
Asst. City Attorney:			<u>DS</u> <u>ME</u>	3/14/2024   3:07 PM MDT	<u>DS</u> <u>DE</u>	3/14/2024 10:46 AM MDT
CIP:						
City Attorney:			<u>DS</u> <u>lt</u>	3/14/2024   4:56 PM MDT		
CAO:			<u>DS</u> <u>AS</u>	3/18/2024   2:36 PM MDT		
Department:			<u>DS</u> <u>DS</u>	3/15/2024   8:44 AM MDT	<u>DS</u> <u>UN</u>	3/15/2024 8:02 AM MDT
Budget:				3/12/2024   2:05 PM MDT		
Others:					<u>DS</u> <u>KL</u>	3/12/2024   2:00 PM MDT

**SECOND SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

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**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued Services; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) is needed for continuation of Services; and

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

**CONTRACTOR:**

Company: Holland & Hart LLP

Approved By:   
DocuSigned by:  
01B8AC2BD6D6417...

Date: 3/12/2024 | 5:27 PM MDT

Name: John Anderson

Title: Partner

**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
6C60BC2DC1F0412...

Date: 3/15/2024 | 8:02 AM MDT

Name: Lawrence Williams

Title: Risk Manager

Approved By:   
DocuSigned by:  
5EAB2A5A4D104D1...

Date: 3/15/2024 | 2:23 PM MDT

Name: Jennifer Bradley

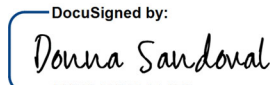
Title: Chief Procurement Officer

Approved By:   
DocuSigned by:  
BC2424C09B8741A...

Date: 3/18/2024 | 2:36 PM MDT

Name: Samantha Senge

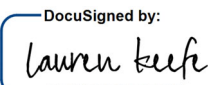
Title: Chief Administrative Officer

  
DocuSigned by:  
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Donna Sandoval

3/15/2024 | 8:44 AM MDT

DFAS Director

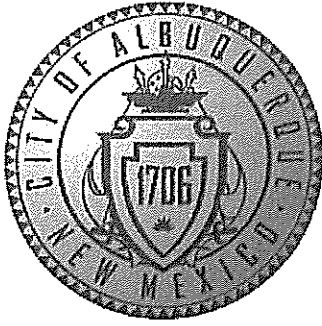
  
DocuSigned by:  
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Lauren Keefe

3/14/2024 | 4:56 PM MDT

City Attorney

EC-24-66



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

January 23, 2024

**TO:** Dan Lewis, President, City Council

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

**SUBJECT:** Approval of the Risk Second Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The Second Supplemental Agreement is for Two Hundred Thousand Dollars.

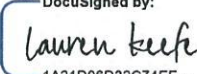
Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

**TITLE/SUBJECT OF LITIGATION: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.**

Approved:

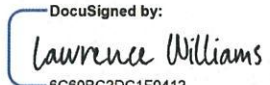
Approved as to Legal Form:

  
Samantha Sengel      Date  
Chief Administrative Officer

DocuSigned by:  
 2/12/2024 | 9:42 AM MST  
1A21D96D32C74EE...  
Lauren Keefe      Date  
City Attorney

Recommended:

DS  


DocuSigned by:  
 2/5/2024 | 10:23 AM MST  
8C60BC2DC1F0412...  
Risk Manager      Date  
Lawrence Williams

## **Cover Analysis**

- 1. What is it?** Approval of the Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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 Agreement is Two Hundred Thousand Dollars and No/100 (\$200,000.00). The Risk Department will fund this Second Supplemental Legal Services Agreement.
  
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** N/A.

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O: FUND: 705 DEPT: DFAS

- 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:

	2024	Fiscal Years 2025	2026	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 checked="" 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:** 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:**

2/4/2024 | 9:34 PM MST      2/5/2024 | 8:15 AM MST      2/12/2024 | 9:42 AM MST

**PREPARED BY:**  
 DocuSigned by: Donna Sandoval (08F4D887C3CA4E2) FISCAL ANALYST  
 DocuSigned by: Keyette Hernandez (49E3AEB405C14CD)  
**APPROVED:**  
 DocuSigned by: Donna Sandoval (08F4D887C3CA4E2) 2/5/2024 | 10:44 AM DIRECTOR (date)  
 DocuSigned by: Dawn Keefe (1A21D96D32C74EE)  
**REVIEWED BY:**  
 DocuSigned by: Alan R. Gutowski (CD78BE9533434F3) EXECUTIVE BUDGET ANALYST  
 DocuSigned by: Lawrence L. Davis (CS204A0D4280484) 2/7/2024 | 2:52 PM BUDGET OFFICER (date)  
 DocuSigned by: Christine Bourner (E02C282349CC47D) 2/12/2024 | 9:18 AM MST CITY ECONOMIST

**SECOND SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

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**THIS SPACE LEFT INTENTIONALLY BLANK**

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num.: Risk Funded  
 Act. Num.:

CCN: 202400252

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: Legal Services  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$100,000.00 Payable  
 Contract Total:

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$100,000.00

Date Submitted: 08/28/2023

**PROCUREMENT:**

**WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date	
Purchasing:			<sup>DS</sup> JB	8/31/2023   9:18 AM MDT			
Asst. City Attorney:			<sup>DS</sup> KM	8/30/2023   10:42 AM MDT	<sup>DS</sup> LK	8/30/2023	9:28 AM MDT
CIP:							
City Attorney:			<sup>DS</sup> LK	8/30/2023   1:27 PM MDT			
CAO:				8/30/2023   6:41 AM MDT			
Department:			<sup>DS</sup> ARG	8/31/2023   8:58 AM MDT	<sup>DS</sup> SY	8/30/2023	2:04 PM MDT
Budget:							
Others:					<sup>DS</sup> KL	8/30/2023	8:22 AM MDT

**CITY OF ALBUQUERQUE  
LEGAL SERVICES AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the last dated City signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Holland & Hart, LLP (hereinafter referred to as the "Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor's representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

**WHEREAS**, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

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

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case: Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

2. **Time of Performance.** Services of the Contractor shall commence on the date of the last signature below and shall continue through termination of the litigation. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** The City agrees to pay the Contractor up to the amount of \$100,000 (the "Compensation") including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** The Compensation shall be payable at the following rates for professional services, which rates are **exclusive of gross receipts taxes**:

John C. Anderson: \$450/per hour  
Mark D. Gibson: \$500/per hour  
Paralegal Rate: \$280/per hour

**Any applicable gross receipts taxes will be computed and added as a separate item to the billing.**

**C. Reimbursement of Expenses.** The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed at no greater than one-half of the traveling party's hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

**D. Invoices and Payments.** Compensation and expense reimbursements shall be paid to the Contractor monthly upon receipt by the City Legal Department of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and in accordance with subsection E. below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**E. Time Records.** The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

**F. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. Future payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. However, all obligations of the City due and owed to Contractor for work already performed under the contract by Contractor prior to termination will be paid to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**G. Responsibility to Monitor Contract Billing.** 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.

**4. Interest of Contractor.**

**A.** Although Contractor screens for actual and potential conflicts of interest, a potential conflict of interest will not warrant disclosure if it ultimately does not amount to an actual conflict of interest requiring informed consent and waiver. The City understands that ethical considerations, including Rule of Professional Conduct 1.6, may preclude Contractor from advising the City of any conflicts of interest without the current or prospective client's consent. The Contractor agrees that aside from the two matters where the City is currently adverse to the Contractor's clients, Eolian, LP and Kairos Power, as set forth in the conflict waiver language agreed to by the City via email dated July 21, 2023 it presently has no other direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

**B.** The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

**C.** As a condition to Contractor's undertaking this matter for the City of Albuquerque, the City has agreed that Contractor may represent existing or new clients in any future matter that is not substantially related to Contractor's work for the City of Albuquerque, even if the interests of such clients in those other matters are directly adverse to the City of Albuquerque. This will also confirm that Contractor advised the City to consult with independent counsel, and that the City has had an adequate opportunity to do so, before providing its consent and agreeing to this advance waiver.

**5. Records, Pleadings, and Case File.** Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. **Reports Required.** Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. **Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

13. **Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. **Indemnity.** The Contractor agrees to indemnify the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing in this Agreement shall broaden or expand Contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable state law (including comparative and contributory negligence principles) or impose liability on Contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without the prior written consent of Contractor.

15. **Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City of Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. **Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

17. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

19. **Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

20. **Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

21. **Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. **Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

23. **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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## EXHIBIT A

**Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

**A. Commercial General Liability Insurance.** NA

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B. Automobile Liability Insurance.** NA

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.


**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.

**E. Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

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

**CONTRACTOR:**

Company: Holland & Hart LLP


Approved By:   
01B8AC2BD6D6417...

Date: 8/30/2023 | 9:26 AM MDT

Name: John Anderson

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

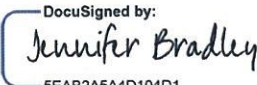
**CITY OF ALBUQUERQUE:**

Approved By:   
6393AC1BB5C845E...

Date: 8/30/2023 | 2:04 PM MDT

Name: Jeannette Chavez

Title: Risk Manager

Approved By:   
5EAB2A5A4D104D1...

Date: 8/31/2023 | 9:18 AM MDT

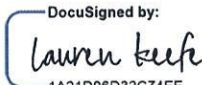
Name: Jennifer Bradley

Title: Chief Procurement Officer

  
FE311EBF1D6E43C...  
Stephanie Yara

8/31/2023 | 8:58 AM MDT

Treasurer

  
1A21D96D32C74EE...

8/30/2023 | 1:27 PM MDT

City Attorney

Lauren Keefe



August 29, 2023

City of Albuquerque  
One Civic Plaza NW  
Fourth Floor, Room 4072  
Albuquerque, NM 87103

Attn: Krystle Hernandez, Fiscal Legal Admin

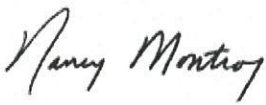
**CONFIRMATION OF INSURANCE**

We hereby confirm that Holland & Hart LLP has Professional Liability Coverage under Policy LPL-1023-2023 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2023 to January 1, 2024.

Such Policies are subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 8/29/2023

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[atas.com](http://atas.com)

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252.1

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: add funds  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$300,000.00 Payable  
 Contract Total: \$400,000.00

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$400,000.00

Date Submitted: 11/22/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	11/29/2023	11:22 AM MST	
Asst. City Attorney:			<sup>DS</sup> ME	11/28/2023	3:31 PM MST	11/28/2023   3:10 PM MST
CIP:						
City Attorney:			<sup>DS</sup> LH	11/28/2023	3:32 PM MST	
CAO:			<sup>DS</sup> [Signature]	11/29/2023	2:06 PM MST	
Department:			<sup>DS</sup> DS	11/29/2023	8:38 AM MST	11/29/2023   8:00 AM MST
Budget:			<sup>DS</sup> [Signature]	11/28/2023	2:37 PM MST	
Others:					<sup>DS</sup> KL	11/28/2023   2:39 PM MST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

4. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

**CONTRACTOR:**

Company: Holland & Hart LLP

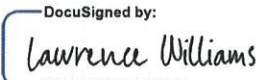
Approved By:   
DocuSigned by:  
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Date: 11/28/2023 | 3:09 PM MST

Name: John Anderson

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

**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
6C608C2DC1F0412...

Date: 11/29/2023 | 8:00 AM MST

Name: Lawrence Williams

Title: Acting Risk Manager

Approved By:   
DocuSigned by:  
5EAB2A5A4D104D1...

Date: 11/29/2023 | 11:22 AM MST

Name: Jennifer Bradley

Title: Chief Procurement Officer

Approved By:   
DocuSigned by:  
BC2424C09B8741A...

Date: 11/29/2023 | 2:06 PM MST

Name: Samantha Senge

Title: Chief Administrative Officer

  
DocuSigned by:  
08F4D687C3CA4E2...  
Donna Sandoval

11/29/2023 | 8:38 AM MST

DFAS Director

  
DocuSigned by:  
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11/28/2023 | 3:32 PM MST

Lauren Keefe

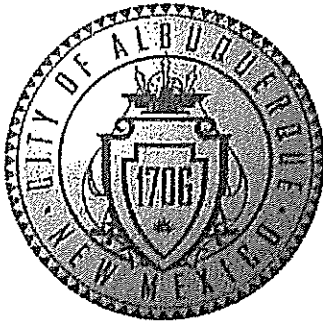
City Attorney

DocuSign Envelope ID: A8AFC3E5-453B-455D-B7DB-EA183B906EC2

<b>File #</b>	<b>Enactment #</b>	<b>Type</b>	<b>Status</b>	<b>File Created</b>	<b>Final Action</b>	<b>Title</b>
EC-23-382		Executive Communication	Approved	11/8/2023	11/20/2023	Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque

DocuSign Envelope ID: A2FB3240-F4C9-4BCF-A791-85D3FD369B5A  
DocuSign Envelope ID: 60159312-0DF7-41F9-8C2F-F07ED816F6CC

EC-23-382



Mayor Timothy M. Keller

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

**INTER-OFFICE MEMORANDUM**

October 23, 2023

**TO:** Patrick Davis, President, City Council

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

A handwritten signature in black ink, appearing to be the initials "TK" or a stylized "K", is written over the name "Timothy M. Keller" in the "FROM:" field.

**SUBJECT:** Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The First Supplemental Agreement is for Three Hundred Thousand Dollars and No/100 (\$300,000.00).

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.



**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

4. 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.

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<b>Date</b>	<b>Action By</b>	<b>Action</b>	<b>Result</b>
3/4/2024	President	Immediate Action Requested	
3/4/2024	City Council	Approved	Pass

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202401101.3

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: Legal Services  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$260,000.00 Payable  
 Contract Total: 860,000.00

Contract Term: to: 06/30/2025  
 FY Aggregate:

Date Submitted: 03/11/2025

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			Initial GB	3/13/2025   8:56 AM MDT		
Asst. City Attorney:			DS BR	3/12/2025   9:11 AM MDT	DS DR	3/12/2025
CIP:						
City Attorney:			DS lt	3/12/2025   9:17 AM MDT		
CAO:			Initial J	3/17/2025   4:17 PM MDT		
Department:			DS DS	3/13/2025   8:20 AM MDT	DS KR	3/12/2025
Budget:				3/11/2025   1:44 PM MDT		
Others:					DS kt	3/11/2025

8:48 AM MDT

5:35 PM MDT

12:11 PM MDT

**THIRD SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation ("City"), and Holland & Hart, LLP ("Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued services to the City; and

**WHEREAS**, the City and Contractor entered into a Second Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$200,000.00, to allow for continued services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Sixty Thousand and NO/100 Dollars (\$260,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 total amount of Eight Hundred Sixty Thousand and NO/100 Dollars (\$860,000.00), which amount includes an additional Three Hundred Thousand and No/100 Dollars (300,000.00) added in a First Supplemental Agreement, Two Hundred Thousand and NO/100 Dollars (\$200,000.00) added in a Second Supplemental Agreement, and Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00) added in a Third Supplemental Agreement, and which total amount includes any applicable gross receipts taxes and 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.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, as previously amended, 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 Third Supplemental Agreement, in which event, the terms and conditions of this Third Supplemental Agreement shall control.

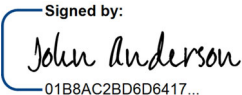
3. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

**CONTRACTOR:**

Company: Holland & Hart LLP

Approved By:   
Signed by:  
01B8AC2BD6D6417...

Date: 3/11/2025 | 1:46 PM MDT

Name: John Anderson

Title: Partner

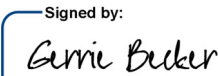
**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
89651F7BC05F4DB...

Date: 3/12/2025 | 5:35 PM MDT

Name: Rusty Keller

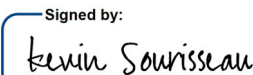
Title: Risk Manager

Approved By:   
Signed by:  
45FF7472572A4C7...

Date: 3/13/2025 | 8:56 AM MDT

Name: Gerrie Becker


Title: Procurement Administrator

Approved By:   
Signed by:  
5543E18AA9334ED...

Date: 3/17/2025 | 4:17 PM MDT

Name: Kevin Sourisseau

Title: Chief Finacial Officer

  
DocuSigned by:  
08F4D687C3CA4E2...

Donna Sandoval

3/13/2025 | 8:20 AM MDT

DFAS Director

  
DocuSigned by:  
1A21D96D32C74EE...

Lauren Keefe

3/12/2025 | 9:17 AM MDT

City Attorney

EC-24-269



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

October 29, 2024

**TO:** Dan Lewis, President, City Council

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



**SUBJECT:** Approval of the Risk Third Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed Third Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The Third Supplemental Agreement is for Two Hundred Sixty Thousand Dollars and No/100 (\$260,000.00).

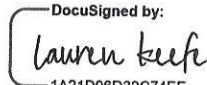
Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

TITLE/SUBJECT OF LITIGATION: Approval of the Risk Third Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

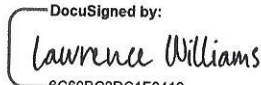
Approved:

Approved as to Legal Form:

  
Samantha Sengel Date  
Chief Administrative Officer

DocuSigned by:  
 11/24/2024 | 9:52 AM MST  
1A21D98D32C74EE  
Lauren Keefe Date  
City Attorney

Recommended:

DocuSigned by:  
 11/12/2024 | 2:06 PM MST  
8C60BC2DC1F0412...  
Risk Manager Date  
Lawrence Williams

## **Cover Analysis**

1. **What is it?** Approval of the Third Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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. **Is there a revenue source associated with this contract? If so, what level of income is projected?** No
5. **How much will it cost and what is the funding source?** This Agreement is Two Hundred Sixty Thousand Dollars and No/100 (\$260,000.00). The Risk Department will fund this Third Supplemental Legal Services Agreement, Fund 705.
6. **Is there a revenue source associated with this contract? If so, what level of income is projected?** NA
7. **Is this service already provided by another entity?** NO

### FISCAL IMPACT ANALYSIS

TITLE: Approval of the Risk Third Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O:  
 FUND: 705  
 DEPT: DFAS

- 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:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs				-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				0
Revenue from program				
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. DFAS will fund this with FY25 Fund 705 existing appropriation.

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

PREPARED BY:

APPROVED:

DocuSigned by:  
 Donna Sandoval  
 08F4D97C3CA4E2...  
 FISCAL ANALYST

DocuSigned by:  
 Donna Sandoval  
 08620897C3CA4E2...  
 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:  
 Alan R. G...  
 C0798E9E533434E3...  
 EXECUTIVE BUDGET ANALYST

DocuSigned by:  
 Lawrence D...  
 CB20A0D4280484...  
 BUDGET OFFICER (date)

Signed by:  
 Christine B...  
 E02C2823456CA7D...  
 CITY ECONOMIST

**THIRD SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation ("City"), and Holland & Hart, LLP ("Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued services to the City; and

**WHEREAS**, the City and Contractor entered into a Second Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$200,000.00, to allow for continued services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Sixty Thousand and NO/100 Dollars (\$260,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 total amount of Eight Hundred Sixty Thousand and NO/100 Dollars (\$860,000.00), which amount includes an additional Three Hundred Thousand and No/100 Dollars (300,000.00) added in a First Supplemental Agreement, Two Hundred Thousand and NO/100 Dollars (\$200,000.00) added in a Second Supplemental Agreement, and Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00) added in a Third Supplemental Agreement, and which total amount includes any applicable gross receipts taxes and 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.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, as previously amended, 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 Third Supplemental Agreement, in which event, the terms and conditions of this Third Supplemental Agreement shall control.

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

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**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num.: Risk Funded  
 Act. Num.:

CCN: 202400252

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: Legal Services  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$100,000.00 Payable  
 Contract Total:

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$100,000.00  
 Date Submitted: 08/28/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No  
 Ins:

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	8/31/2023   9:18 AM MDT		
Asst. City Attorney:			<sup>DS</sup> KM	8/30/2023   10:42 AM MDT	<sup>DS</sup> LK	8/30/2023 9:28 AM MDT
CIP:						
City Attorney:			<sup>DS</sup> LK	8/30/2023   1:27 PM MDT		
CAO:				8/30/2023   6:41 AM MDT		
Department:			<sup>DS</sup> ARG	8/31/2023   8:58 AM MDT	<sup>DS</sup> SJF	8/30/2023 2:04 PM MDT
Budget:						
Others:					<sup>DS</sup> KL	8/30/2023 8:22 AM MDT

**CITY OF ALBUQUERQUE  
LEGAL SERVICES AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the last dated City signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Holland & Hart, LLP (hereinafter referred to as the "Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor's representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

**WHEREAS**, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

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

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case: Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

2. **Time of Performance.** Services of the Contractor shall commence on the date of the last signature below and shall continue through termination of the litigation. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** The City agrees to pay the Contractor up to the amount of \$100,000 (the "Compensation") including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** The Compensation shall be payable at the following rates for professional services, which rates are **exclusive of gross receipts taxes**:

John C. Anderson: \$450/per hour  
Mark D. Gibson: \$500/per hour  
Paralegal Rate: \$280/per hour

**Any applicable gross receipts taxes will be computed and added as a separate item to the billing.**

**C. Reimbursement of Expenses.** The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed at no greater than one-half of the traveling party's hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

**D. Invoices and Payments.** Compensation and expense reimbursements shall be paid to the Contractor monthly upon receipt by the City Legal Department of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and in accordance with subsection E. below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**E. Time Records.** The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

**F. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. Future payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. However, all obligations of the City due and owed to Contractor for work already performed under the contract by Contractor prior to termination will be paid to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**G. Responsibility to Monitor Contract Billing.** 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.

**4. Interest of Contractor.**

**A.** Although Contractor screens for actual and potential conflicts of interest, a potential conflict of interest will not warrant disclosure if it ultimately does not amount to an actual conflict of interest requiring informed consent and waiver. The City understands that ethical considerations, including Rule of Professional Conduct 1.6, may preclude Contractor from advising the City of any conflicts of interest without the current or prospective client's consent. The Contractor agrees that aside from the two matters where the City is currently adverse to the Contractor's clients, Eolian, LP and Kairos Power, as set forth in the conflict waiver language agreed to by the City via email dated July 21, 2023 it presently has no other direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

**B.** The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

**C.** As a condition to Contractor's undertaking this matter for the City of Albuquerque, the City has agreed that Contractor may represent existing or new clients in any future matter that is not substantially related to Contractor's work for the City of Albuquerque, even if the interests of such clients in those other matters are directly adverse to the City of Albuquerque. This will also confirm that Contractor advised the City to consult with independent counsel, and that the City has had an adequate opportunity to do so, before providing its consent and agreeing to this advance waiver.

**5. Records, Pleadings, and Case File.** Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. **Reports Required.** Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

**11. Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

**12. Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

**13. Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

**14. Indemnity.** The Contractor agrees to indemnify the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing in this Agreement shall broaden or expand Contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable state law (including comparative and contributory negligence principles) or impose liability on Contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without the prior written consent of Contractor.

**15. Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City of Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

**16. Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

**17. Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

19. **Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

20. **Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

21. **Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. **Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

23. **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.

THIS SPACE INTENTIONALLY LEFT BLANK

## EXHIBIT A

**Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

**A. Commercial General Liability Insurance.** NA

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B. Automobile Liability Insurance.** NA

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

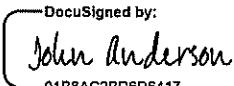
**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.

**E. Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

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

**CONTRACTOR:**

Company: Holland & Hart LLP

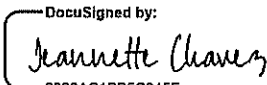
Approved By:   
01B8AC2BD6D6417...

Date: 8/30/2023 | 9:26 AM MDT

Name: John Anderson

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

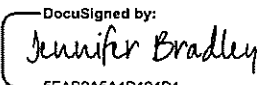
**CITY OF ALBUQUERQUE:**

Approved By:   
6393AC1BB5C845E...

Date: 8/30/2023 | 2:04 PM MDT

Name: Jeannette Chavez

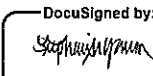
Title: Risk Manager

Approved By:   
5EAB2A5A4D104D1...

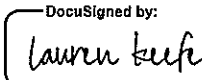
Date: 8/31/2023 | 9:18 AM MDT

Name: Jennifer Bradley

Title: Chief Procurement Officer

  
FE311EBF1D6E43C...  
Stephanie Yara

8/31/2023 | 8:58 AM MDT  
Treasurer

  
1A21D96D32C74EE...

8/30/2023 | 1:27 PM MDT  
City Attorney

Lauren Keefe



August 29, 2023

City of Albuquerque  
One Civic Plaza NW  
Fourth Floor, Room 4072  
Albuquerque, NM 87103

Attn: Krystle Hernandez, Fiscal Legal Admin


### CONFIRMATION OF INSURANCE

We hereby confirm that Holland & Hart LLP has Professional Liability Coverage under Policy LPL-1023-2023 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2023 to January 1, 2024.

Such Policies are subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 8/29/2023

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)

**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252.1

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: add funds  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$300,000.00 Payable  
 Contract Total: \$400,000.00

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$400,000.00

Date Submitted: 11/22/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_/\_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_/\_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	11/29/2023   11:22 AM MST		
Asst. City Attorney:			<sup>DS</sup> ME	11/28/2023   3:31 PM MST	<sup>DS</sup> DK	11/28/2023   3:10 PM MST
CIP:						
City Attorney:			<sup>DS</sup> Lk	11/28/2023   3:32 PM MST		
CAO:			<sup>DS</sup> [Signature]	11/29/2023   2:06 PM MST		
Department:			<sup>DS</sup> DS	11/29/2023   8:38 AM MST	<sup>DS</sup> [Signature]	11/29/2023   8:00 AM MST
Budget:			<sup>DS</sup> [Signature]	11/28/2023   2:37 PM MST		
Others:					<sup>DS</sup> KL	11/28/2023   2:39 PM MST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

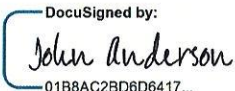
4. Electronic Signatures. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

**CONTRACTOR:**

Company: Holland & Hart LLP

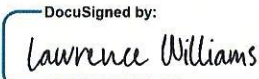
Approved By:   
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Date: 11/28/2023 | 3:09 PM MST

Name: John Anderson

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

**CITY OF ALBUQUERQUE:**

Approved By:   
6C60BC2DC1F0412...

Date: 11/29/2023 | 8:00 AM MST

Name: Lawrence Williams

Title: Acting Risk Manager

Approved By:   
5EAB2A5A4D104D1...

Date: 11/29/2023 | 11:22 AM MST

Name: Jennifer Bradley

Title: Chief Procurement Officer

Approved By:   
BC2424C09B8741A...

Date: 11/29/2023 | 2:06 PM MST

Name: Samantha Sengel

Title: Chief Administrative Officer

  
08F4D687C3CA4E2...

Donna Sandoval

11/29/2023 | 8:38 AM MST

DFAS Director

  
1A21D96D32C74EE...

Lauren Keefe

11/28/2023 | 3:32 PM MST

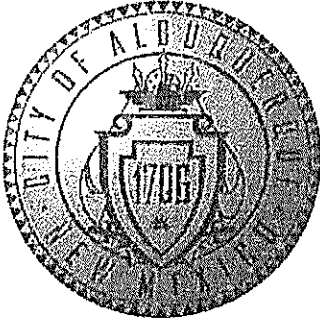
City Attorney

DocuSign Envelope ID: A8AFC3E5-453B-455D-B7DB-EA183B906EC2

File #	Enactment #	Type	Status	File Created	Final Action	Title
EC-23-382		Executive Communication	Approved	11/8/2023	11/20/2023	Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque

DocuSign Envelope ID: A2FB3240-F4C9-4BCF-A791-85D3FD369B5A  
DocuSign Envelope ID: E4748EA7-E3F2-405C-95E7-90B0FA1D9A97

EC-23-382



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

October 23, 2023

**TO:** Patrick Davis, President, City Council

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

A handwritten signature in black ink, appearing to be "TK", located to the right of the "FROM:" line.

**SUBJECT:** Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The First Supplemental Agreement is for Three Hundred Thousand Dollars and No/100 (\$300,000.00).

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.



## Cover Analysis

1. **What is it?** Approval of the First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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 Agreement is Three Hundred Thousand Dollars and No/100 (\$300,000.00). The Risk Department will fund this First Supplemental Legal Services Agreement.
5. **Is there a revenue source associated with this contract? If so, what level of income is projected?** N/A.

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O:  
 FUND: 705  
 DEPT: DFAS

- 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:

	2024	Fiscal Years 2025	2026	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 checked="" 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:** 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:**

10/23/2023 | 2:23 PM MDT      10/23/2023 | 2:24 PM MDT      10/24/2023 | 11:07 AM MDT

PREPARED BY:  
 DocuSigned by:  
*R. Gutowski*  
 C078DE0512431F3  
 FISCAL ANALYST

DocuSigned by:  
*Kristelle Hernandez*  
 A9E3AEB705C11C0

APPROVED:  
 DocuSigned by:  
*Donna Sandoval* 10/23/2023 | 4:02 PM  
 B9F4D87C3CA4E2  
 DIRECTOR (date)

DocuSigned by:  
*Carmen Keefe*  
 1A21060D32C7AEE

REVIEWED BY:  
 DocuSigned by:  
*Kevin E. Noel*  
 DS9A9311B43D445  
 EXECUTIVE BUDGET ANALYST

DocuSigned by:  
*Truman L. Davis* 10/23/2023 | 6:23 PM  
 BD22ED7BF0344E

BUDGET OFFICER (date)

DocuSigned by:  
*Christine Barner* 10/24/2023 | 11:06 AM MDT  
 E02C262349CC47D

CITY ECONOMIST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

4. 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.

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**CONTRACT CONTROL FORM**

Contact: Krystle Hernandez  
 Phone: 768-4555

Req. Num.: Risk Funded  
 Acct. Num. : Risk Funded  
 Act. Num.:

CCN: 202400252.2

**PRELIMINARY**

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
 Description: add additional funds  
 Dept/Div: Legal/

For Grants Only:  
 Indirect Costs for General Fund Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
 Contract Amount: \$200,000.00 Payable  
 Contract Total: \$600,000.00

Contract Term: \_\_\_\_\_ to: 06/30/2024  
 FY Aggregate: \$600,000.00

Date Submitted: 03/12/2024

**PROCUREMENT:**

**WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Ins: \_\_\_\_\_ Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
 Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_  
 Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	3/15/2024   2:23 PM MDT		
Asst. City Attorney:			<sup>DS</sup> ME	3/14/2024   3:07 PM MDT	<sup>DS</sup> DK	3/14/2024
CIP:						
City Attorney:			<sup>DS</sup> Lk	3/14/2024   4:56 PM MDT		
CAO:			<sup>DS</sup> S	3/18/2024   2:36 PM MDT		
Department:			<sup>DS</sup> DS	3/15/2024   8:44 AM MDT	<sup>DS</sup> JW	3/15/2024
Budget:				3/12/2024   2:05 PM MDT		
Others:					<sup>DS</sup> KL	3/12/2024   2:00 PM MDT

10:46 AM MDT

8:02 AM MDT

**SECOND SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued Services; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Six Hundred Thousand and NO/100 Dollars (\$600,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and Two Hundred Thousand and No/100 Dollars (\$200,000.00) added in a Second Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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, as amended, 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

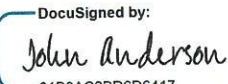
4. **Electronic Signatures.** The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

**CONTRACTOR:**

Company: Holland & Hart LLP

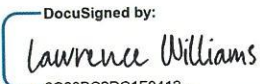
Approved By:   
DocuSigned by:  
01B8AC2BD6D6417...

Date: 3/12/2024 | 5:27 PM MDT

Name: John Anderson

Title: Partner

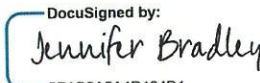
**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
6C80BC2DC1F0412...

Date: 3/15/2024 | 8:02 AM MDT

Name: Lawrence Williams

Title: Risk Manager

Approved By:   
DocuSigned by:  
5EAB2A5A4D104D1...

Date: 3/15/2024 | 2:23 PM MDT

Name: Jennifer Bradley

Title: Chief Procurement Officer

Approved By:   
DocuSigned by:  
BC2424C09B8741A...

Date: 3/18/2024 | 2:36 PM MDT

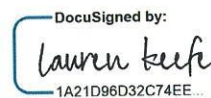
Name: Samantha Senge

Title: Chief Administrative Officer

  
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Donna Sandoval

3/15/2024 | 8:44 AM MDT

DFAS Director

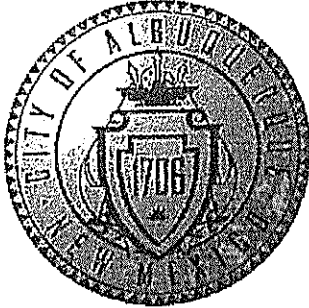
  
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3/14/2024 | 4:56 PM MDT

Lauren Keefe

City Attorney

EC-24-66



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

January 23, 2024

**TO:** Dan Lewis, President, City Council

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

**SUBJECT:** Approval of the Risk Second Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The Second Supplemental Agreement is for Two Hundred Thousand Dollars.

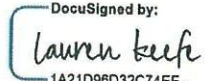
Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Agreement for your consideration and action.

**TITLE/SUBJECT OF LITIGATION: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.**

Approved:

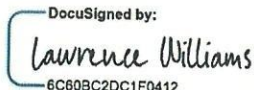
Approved as to Legal Form:

  
Samantha Sengel      Date  
Chief Administrative Officer

DocuSigned by:  
 2/12/2024 | 9:42 AM MST  
1A21D96D32C74EE...  
Lauren Keefe      Date  
City Attorney

Recommended:

DS  
DK

DocuSigned by:  
  
6C608C2DC1F0412...  
Risk Manager      Date  
Lawrence Williams

2/5/2024 | 10:23 AM MST

## **Cover Analysis**

- 1. What is it?** Approval of the Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP 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 for representation in 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 Agreement is Two Hundred Thousand Dollars and No/100 (\$200,000.00). The Risk Department will fund this Second Supplemental Legal Services Agreement.
  
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** N/A.

FISCAL IMPACT ANALYSIS

TITLE: Approval of the Risk Second Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque. R: EC O: FUND: 705 DEPT: DFAS

- [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:

Table with columns: 2024, Fiscal Years 2025, 2026, Total. Rows include: Base Salary/Wages, Fringe Benefits at Subtotal Personnel, Operating Expenses, Property, Indirect Costs, Total Expenses, [x] Estimated revenues not affected, [ ] Estimated revenue impact (Revenue from program, 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:

2/4/2024 | 9:34 PM MST 2/5/2024 | 8:15 AM MST 2/12/2024 | 9:42 AM MST

PREPARED BY:

DocuSigned by: Donna Sandoval FISCAL ANALYST; DocuSigned by: Keyette Hernandez

APPROVED:

DocuSigned by: Donna Sandoval 2/5/2024 | 10:44 AM DIRECTOR (date); DocuSigned by: Dawn Keefe

REVIEWED BY:

DocuSigned by: Alan R. Gutowski EXECUTIVE BUDGET ANALYST; DocuSigned by: Lawrence L. Davis BUDGET OFFICER (date); DocuSigned by: Kristine Borman CITY ECONOMIST

**SECOND SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City and Contractor entered into a First Supplemental Agreement to the Original Agreement to provide for additional compensation in the amount of \$300,000.00, to allow for continued Services; and

**WHEREAS**, the City has determined that additional compensation in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Six Hundred Thousand and NO/100 Dollars (\$600,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and Two Hundred Thousand and No/100 Dollars (\$200,000.00) added in a Second Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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, as amended, 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

4. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**

CONTRACT CONTROL FORM

Contact: Krystle Hernandez  
Phone: 768-4555

Req. Num.: Risk Funded  
Acct. Num. : Risk Funded  
Act. Num.:

CCN: 202400252

PRELIMINARY

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
Description: Legal Services  
Dept/Div: Legal/

For Grants Only:  
Indirect Costs for General Fund Services  
% \_\_\_\_\_  
\$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
Contract Amount: \$100,000.00 Payable  
Contract Total:

Contract Term: \_\_\_\_\_ to: 06/30/2024  
FY Aggregate: \$100,000.00

Date Submitted: 08/28/2023

PROCUREMENT:  
WAIVERS REQUIRED:

RFP: No  
Ins:

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

DRAFT CONTRACT:

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: \_\_\_\_\_  
Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	8/31/2023   9:18 AM MDT		
Asst. City Attorney:			<sup>DS</sup> kM	8/30/2023   10:42 AM MDT	<sup>DS</sup> lk	8/30/2023 9:28 AM MDT
CIP:						
City Attorney:			<sup>DS</sup> lk	8/30/2023   1:27 PM MDT		
CAO:				8/30/2023   6:41 AM MDT		
Department:			<sup>DS</sup> ARC	8/31/2023   8:58 AM MDT	<sup>DS</sup> JC	8/30/2023 2:04 PM MDT
Budget:			<sup>DS</sup> SV			
Others:					<sup>DS</sup> KL	8/30/2023 8:22 AM MDT

**CITY OF ALBUQUERQUE  
LEGAL SERVICES AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the last dated City signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Holland & Hart, LLP (hereinafter referred to as the "Contractor"). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor's representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

**WHEREAS**, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

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

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case: Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

2. **Time of Performance.** Services of the Contractor shall commence on the date of the last signature below and shall continue through termination of the litigation. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** The City agrees to pay the Contractor up to the amount of \$100,000 (the "Compensation") including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** The Compensation shall be payable at the following rates for professional services, which rates are **exclusive of gross receipts taxes**:

John C. Anderson: \$450/per hour  
Mark D. Gibson: \$500/per hour  
Paralegal Rate: \$280/per hour

**Any applicable gross receipts taxes will be computed and added as a separate item to the billing.**

**C. Reimbursement of Expenses.** The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed at no greater than one-half of the traveling party's hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

**D. Invoices and Payments.** Compensation and expense reimbursements shall be paid to the Contractor monthly upon receipt by the City Legal Department of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and in accordance with subsection E. below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**E. Time Records.** The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

**F. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. Future payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. However, all obligations of the City due and owed to Contractor for work already performed under the contract by Contractor prior to termination will be paid to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**G. Responsibility to Monitor Contract Billing.** 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.

**4. Interest of Contractor.**

**A.** Although Contractor screens for actual and potential conflicts of interest, a potential conflict of interest will not warrant disclosure if it ultimately does not amount to an actual conflict of interest requiring informed consent and waiver. The City understands that ethical considerations, including Rule of Professional Conduct 1.6, may preclude Contractor from advising the City of any conflicts of interest without the current or prospective client's consent. The Contractor agrees that aside from the two matters where the City is currently adverse to the Contractor's clients, Eolian, LP and Kairos Power, as set forth in the conflict waiver language agreed to by the City via email dated July 21, 2023 it presently has no other direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

**B.** The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

**C.** As a condition to Contractor's undertaking this matter for the City of Albuquerque, the City has agreed that Contractor may represent existing or new clients in any future matter that is not substantially related to Contractor's work for the City of Albuquerque, even if the interests of such clients in those other matters are directly adverse to the City of Albuquerque. This will also confirm that Contractor advised the City to consult with independent counsel, and that the City has had an adequate opportunity to do so, before providing its consent and agreeing to this advance waiver.

**5. Records, Pleadings, and Case File.** Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. **Reports Required.** Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. **Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

13. **Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. **Indemnity.** The Contractor agrees to indemnify the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing in this Agreement shall broaden or expand Contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable state law (including comparative and contributory negligence principles) or impose liability on Contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without the prior written consent of Contractor.

15. **Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City of Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. **Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

17. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

19. **Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

20. **Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

21. **Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. **Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

23. **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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## EXHIBIT A

**Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

**A. Commercial General Liability Insurance. NA**

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B. Automobile Liability Insurance. NA**

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

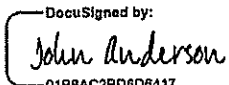
**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.

**E. Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

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

**CONTRACTOR:**

Company: Holland & Hart LLP

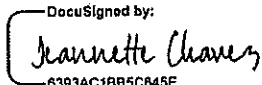
Approved By:   
DocuSigned by:  
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Date: 8/30/2023 | 9:26 AM MDT

Name: John Anderson

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

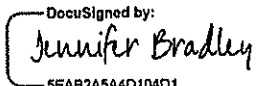
**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
6393AC18B5C848E...

Date: 8/30/2023 | 2:04 PM MDT

Name: Jeannette Chavez

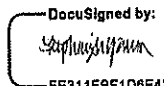
Title: Risk Manager

Approved By:   
DocuSigned by:  
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Date: 8/31/2023 | 9:18 AM MDT

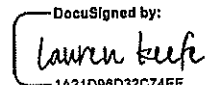
Name: Jennifer Bradley

Title: Chief Procurement officer

  
DocuSigned by:  
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Stephanie Yara

8/31/2023 | 8:58 AM MDT

Treasurer

  
DocuSigned by:  
1A21D96D32C74EE...

8/30/2023 | 1:27 PM MDT

City Attorney

Lauren Keefe



August 29, 2023

City of Albuquerque  
One Civic Plaza NW  
Fourth Floor, Room 4072  
Albuquerque, NM 87103

Attn: Krystle Hernandez, Fiscal Legal Admin


### CONFIRMATION OF INSURANCE

We hereby confirm that Holland & Hart LLP has Professional Liability Coverage under Policy LPL-1023-2023 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2023 to January 1, 2024.

Such Policies are subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 8/29/2023

311 S Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312 697.6900  
fax 312 697.6901

[alas.com](http://alas.com)

CONTRACT CONTROL FORM

Contact: Krystle Hernandez  
Phone: 768-4555

Req. Num.: Risk Funded  
Acct. Num.: Risk Funded  
Act. Num.:

CCN: 202400252.1

PRELIMINARY

Type of Agreement: Professional/Technical Services - Legal Services Agreement  
Description: add funds  
Dept/Div: Legal/

For Grants Only:  
Indirect Costs for General Fund Services  
% \_\_\_\_\_  
\$ \_\_\_\_\_

Vendor: Holland & Hart LLP  
Contract Amount: \$300,000.00 Payable  
Contract Total: \$400,000.00

Contract Term: to: 06/30/2024  
FY Aggregate: \$400,000.00

Date Submitted: 11/22/2023

PROCUREMENT:  
WAIVERS REQUIRED:

RFP: No Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_  
Ins: Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

DRAFT CONTRACT:

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_  
Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: \_\_\_\_\_  
Insurance Required: Worker's Compensation; Professional Liability (Errors & Omissions) Attached: \_\_\_\_\_

\*\*\*\*\*

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	11/29/2023	11:22 AM MST	
Asst. City Attorney:			<sup>DS</sup> ME	11/28/2023	3:31 PM MST	11/28/2023   3:10 PM MST
CIP:						
City Attorney:			<sup>DS</sup> LK	11/28/2023	3:32 PM MST	
CAO:			<sup>DS</sup> CB	11/29/2023	2:06 PM MST	
Department:			<sup>DS</sup> DS	11/29/2023	3:38 AM MST	11/29/2023   8:00 AM MST
Budget:			<sup>DS</sup> ARC	11/28/2023	2:37 PM MST	
Others:					<sup>DS</sup> KL	11/28/2023   2:39 PM MST

**FIRST SUPPLEMENTAL AGREEMENT  
BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

**THIS AGREEMENT** is made and entered into as of the date of the last signature below, by and between City of Albuquerque, New Mexico, a municipal corporation (“City”), and Holland & Hart, LLP (“Contractor”). The engagement is limited to the matter described below. Contractor and City have agreed that Contractor’s representation is solely of the City of Albuquerque and does not constitute a representation of the State of New Mexico, or of any other department, agency or branch of State or other local government. Contractor may currently represent clients on matters adverse to such other departments, agencies or branches of the state or other local government and it reserves the right to do so in the future.

**RECITALS**

**WHEREAS**, the City and Contractor entered into an Agreement, dated August 31, 2023, (“Original Agreement”), whereby the Contractor agreed to render certain professional services to the City; and

**WHEREAS**, the City has determined that additional compensation in the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) is needed for continuation of Services; and

**WHEREAS**, the Contractor is agreeable to the changes.

**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 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) (the “Compensation”) including all expenditures made and expenses incurred by the Contractor in performing the Services. This total amount includes an additional Three Hundred Thousand and NO/100 Dollars (\$300,000.00) added in a First Supplemental Agreement to this Agreement, and includes any applicable gross receipts taxes and 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 binding upon the City until approved by the highest approval authority of the City required under this Agreement.

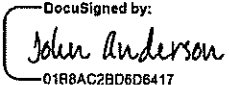
4. **Electronic Signatures.** The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

**CONTRACTOR:**

Company: Holland & Hart LLP

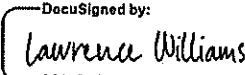
Approved By:   
DocuSigned by:  
01R8AC2BD6D6417

Date: 11/28/2023 | 3:09 PM MST

Name: John Anderson

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

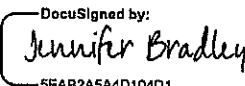
**CITY OF ALBUQUERQUE:**

Approved By:   
DocuSigned by:  
8C608C2DC1F0412

Date: 11/29/2023 | 8:00 AM MST

Name: Lawrence Williams

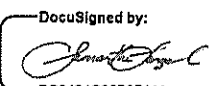
Title: Acting Risk Manager

Approved By:   
DocuSigned by:  
5EAB2A5A4D104D1

Date: 11/29/2023 | 11:22 AM MST

Name: Jennifer Bradley

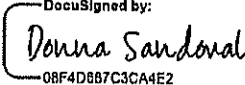
Title: Chief Procurement officer

Approved By:   
DocuSigned by:  
BC2424C09B8741A...

Date: 11/29/2023 | 2:06 PM MST

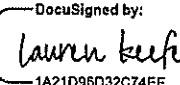
Name: Samantha Senge

Title: Chief Administrative Officer

  
DocuSigned by:  
08F4D887C3CA4E2  
Donna Sandoval

11/29/2023 | 8:38 AM MST

DFAS Director

  
DocuSigned by:  
1A21D96D32C74EE

11/28/2023 | 3:32 PM MST

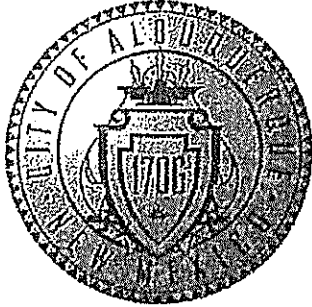
Lauren Keefe

City Attorney

DocuSign Envelope ID: A8AFC3E5-453B-455D-B70B-EA183B906EC2

File #	Enactment #	Type	Status	File Created	Final Action	Title
EC-23-382		Executive Communication	Approved	11/8/2023	11/20/2023	Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque

EC-23-382



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

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

October 23, 2023

**TO:** Patrick Davis, President, City Council

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

**SUBJECT:** Approval of the Risk First Supplemental Agreement to add funds for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque.

Transmitted herewith for City Council consideration and approval is a proposed First Supplemental Agreement for Outside Counsel Legal Services Between Holland & Hart, LLP and the City of Albuquerque for representation in the following case:

Ladella Williams, et al. v. City of Albuquerque; D-202-CV-2022-07562.

The First Supplemental Agreement is for Three Hundred Thousand Dollars and No/100 (\$300,000.00).

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.



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BETWEEN  
HOLLAND & HART, LLP,  
AND THE CITY OF ALBUQUERQUE**

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<b>Date</b>	<b>Action By</b>	<b>Action</b>	<b>Result</b>
3/4/2024	President	Immediate Action Requested	
3/4/2024	City Council	Approved	Pass

<b>Date</b>	<b>Action By</b>	<b>Action</b>	<b>Result</b>
12/16/2024	City Council	Approved	Pass
12/2/2024	City Council	Received	
12/2/2024	President	To be heard at the Council Meeting	