

CITY of ALBUQUERQUE TWENTY FOURTH COUNCIL

COUNCIL BILL NO. R-20-105 **ENACTMENT NO.** _____

SPONSORED BY: Diane G. Gibson

1 **RESOLUTION**

**2 AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE
3 CITY OF ALBUQUERQUE BY SUPPLEMENTING CURRENT APPROPRIATIONS.**

4 WHEREAS, the Capital Implementation Program of the City of Albuquerque
5 is governed by the requirements established under Section 2-12-4 ROA, 1994,
6 which provides for semiannual amendments to the approved program; and

7 **WHEREAS, additional appropriations are needed for the Cultural Services**
8 **Library purpose; and**

9 WHEREAS, Miscellaneous Revenues now need to be appropriated; and

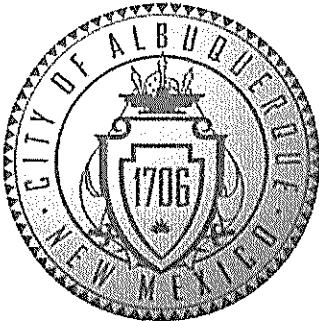
10 WHEREAS, the appropriations of these funds to projects within their
11 respective purposes are timely and necessary for the City to serve its citizens.

12 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
13 ALBUQUERQUE:

4 **Section 1. That the appropriations are hereby made and/or changed and**
5 **that increases in Miscellaneous Revenue for activities/projects are transfers of**
6 **revenues to the specific projects indicated.**

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

			Increase
18	<u>Department</u>	<u>Source</u>	<u>(Decrease)</u>
19	Cultural Services/Library		
20	Library Materials. 7810010	Miscellaneous Revenue FY2021	875,000



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

September 10, 2020

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor *TK*

SUBJECT: Resolution Appropriating Specific Miscellaneous Revenue from County of Bernalillo to Cultural Services for the purchase of Library Materials

This resolution appropriates \$875,000 to the Department of Cultural Services for the funding of Library Materials per the Joint Powers Agreement for the establishment of a Unified Library System.

This request is forwarded to the Council for its consideration and approval.

Page 2 of 2

SUBJECT: Resolution Appropriating Specific Miscellaneous Revenue from County of Bernalillo to Cultural Services for the purchase of Library Materials

Approved:

 *9/28/20*

Sarita Nair **Date**
Chief Administrative Officer

Approved as to Legal Form:

 *9/14/2020 | 10:20 AM MDT*

Esteban A. Aguilar, Jr. **Date**
City Attorney

 *9/11/2020 | 1:38 PM MDT*

Dr. Shelle Sanchez, Director
Cultural Services Department

Recommended:

Cover Analysis

1. What is it?

Resolution Appropriating Miscellaneous Revenue from the County of Bernalillo to Cultural Services for the purchase of library materials.

2. What will this piece of legislation do?

This legislation will appropriate the County of Bernalillo Bond funds to purchase library materials under the current Unified Library System Memorandum of Understanding (attached).

3. Why is this project needed?

The legislation will allow the funds to be used by Cultural Services with the intent of fulfilling the materials needs for the Library system.

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

A total of \$875,000 is appropriated in this bill for library materials.

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

Not applicable

FISCAL IMPACT ANALYSIS

TITLE: FY2021 BernCo Library Materials (Bernalillo County Bond Funds) R: X O: 305
 FUND: 305
 DEPT: Cultural Servi

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
	2021	2022	2023	
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	875,000	-	-	875,000
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 875,000	\$ -	\$ -	\$ 875,000
<input type="checkbox"/> Estimated revenues not affected	-	-	-	-
<input checked="" type="checkbox"/> Estimated revenue impact	-	-	-	-
Revenue from program	-	-	-	-
Amount of Grant	875,000	-	-	-
City Cash Match	-	-	-	-
City Inkind Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ 875,000	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS:

Bernalillo County Purchase Order 3900016460 for FY21 Library Materials for the Bernalillo County Bonds as per contract CCN 2020-0447 expires 06/30/2022. BCC approval on 04/14/2020. Copy of PO attached.

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

This appropriation will allow the citizens of Albuquerque/Bernalillo County a broader range of supplementary popular reading materials, databases, media, etc.

PREPARED BY:

DocuSigned by:

 Denise Ortiz

9/11/2020 | 12:22 PM MDT

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FISCAL MANAGER

APPROVED:

DocuSigned by:

 Christine Baumer

9/11/2020 | 1:38 PM MDT

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DIRECTOR

REVIEWED BY:

DocuSigned by:

 Emma Romero

9/14/2020 | 9:43 AM MDT

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EXECUTIVE BUDGET ANALYST

DocuSigned by:

 Christine Baumer

9/14/2020 | 10:02 AM MDT

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BUDGET OFFICER

DocuSigned by:

 Christine Baumer

9/14/2020 | 10:12 AM MDT

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CITY ECONOMIST

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF BERNALILLO AND THE CITY OF ALBUQUERQUE**

**UNIFIED LIBRARY SYSTEM
FISCAL YEARS 2021 AND 2022**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 28th day of June, 2020 by and between the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter called the "County") and the City of Albuquerque, New Mexico, a municipal corporation (hereinafter called the "City").

WITNESSETH:

WHEREAS, the County and the City entered into a Joint Powers Agreement, dated April 29, 1991 hereinafter referred to as the "Joint Powers Agreement", for the establishment of a unified library system (hereinafter referred to as the "System"); and

WHEREAS, the County and the City wish to establish specific funding obligations and duties of the parties for Fiscal Years 2021 and 2022, pursuant to Section 5 of the Joint Powers Agreement.

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

1. Annual Budget. The annual budget for Fiscal Years 2021 and 2022 (the "Budget"), as approved by the County Commission and the City Council, is hereby adopted by the parties.

2. County Funding.

A. Operations - For Fiscal Years 2021 and 2022, the County agrees to pay all personnel and operating expenses associated with the operation of the County portion of the Unified Library System, in an amount not to exceed, without prior written approval of the County, One million five hundred Seventy Eight Thousand Six Hundred Twenty One dollars (\$1,578,621) for Fiscal Year 2021 and One million five hundred Ninety Thousand Six Hundred Nineteen dollars (\$1,590,619) for Fiscal Year 2022. Adjustments to the Budget if approved by the County need not take the form of a written agreement executed by the parties. The County shall disburse funds after receipt of an invoice from the City for three-twelfths (3/12) of the appropriated funds for the County Libraries.

B. Bonds – As stated in the Joint Powers Agreement, the County shall fund the acquisition of capital projects, including computer hardware and software for the Unified Library System using general obligation bonds. The County shall provide funds to the City for the processing of books and other media for Bernalillo County and City residents from the issuance of general obligation bonds.

The City agrees and understands that all bond funds must be spent exclusively for the purposes stated and approved by the voters, including, but not limited to the purchasing of capital projects, including library materials and library resources for the libraries, and other bond eligible expenditures. The City shall not use the funds for any working capital, including administrative, operational, or maintenance purposes associated with the Unified Library System.

C. Invoicing and Payments. The City shall submit invoices quarterly to the County to request disbursement of bond funds. The County will disburse funds after receipt of an invoice with all necessary documentation attached from the City as agreed. The County will ensure the bond funds expended do not exceed the available approved amount determined by the voters. The County will maintain all records and will provide quarterly updates as to the available balance of general obligation bond funds to the City's Director of the Library Services.

D. Certification. The City must certify to the County: (i) each time bond funds are received from the County that such funds will be spent on bond eligible expenditures, (ii) that such expenditures will not result in private use, and (iii) that the City will not take any action or omit to take any action with respect to the County's bonds, any funds received from the County or any facilities financed with the proceeds of the bonds, if such action or omission would cause the interest on the bonds to lose exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the bonds.

E. Request and Disbursement for Procurement of Goods. The County shall submit a written purchase request to the City to request the procurement of goods eligible to be purchased under the County bond funds for use by both the County and the City in the Unified Library System. The City shall review the purchase request and shall procure the goods in accordance with the City's Public Purchases Ordinance, § 5-5-1, et seq. R.O.A. 1994, as amended. The City shall submit to the County a quarterly invoice requesting the disbursement of bond funds, itemizing the amounts procured by the City to vendors for the bond eligible expenditures. All expenditures by the City for procurement of goods under this Section E, shall be evidenced by vendor invoices, which shall be attached to the invoice requesting disbursement from bond funds. The County shall disburse bond funds to the City quarterly for the purchase of goods under this Section E, subject to the Certification requirements contained in Section D above.

3. Accountability. The City will make available to the County for examination, and will permit the County to audit and make excerpts or transcripts from all of the City's records with respect to all matters covered by this Agreement including, but not limited to annual operating budgets and audited financial statements. This Agreement also provides for strict accountability for all receipts and disbursements. Invoices shall be accompanied by documentation sufficient to demonstrate County library costs including total cost of apportioned expenses. The City further agrees to be the primary contact for alarm calls at the three County libraries. In addition; the City shall provide a quarterly report to the Deputy County Manager of Community Services detailing County library expenses and services regarding the installed fire and intrusion detection systems at each location. City staff shall be designated to respond to alarm calls. The County agrees to continue to maintain and service the fire and intrusion detection systems at the three County libraries, and shall inform any fire and intrusion detection contractor(s) of the current City primary contact(s) and contact information.

The parties understand that their respective officials and employees will be expected to comply with the City of Albuquerque's Accountability in Government Ordinance, 2-10-1 et seq. R.O.A. 1994, and the Inspector General Ordinance, 2-10-12-17-1 et seq. R.O.A. 1994, and may be asked to provide 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.

4. Director of Library Services. For Fiscal Years 2019 and 2020, the Cultural Services Department's Associate Director for Libraries shall be the Director of Library Services pursuant to Section 9.A. of the Joint Powers Agreement. The City agrees to operate the System in accordance with the Joint Powers Agreement and the Budget.

5. Library Board. The City and County shall have a Unified Library Board ("Board") which shall meet no fewer than four (4) times a year and report to the City and County on all matters relating to library policy and plans. The Board shall provide copies of minutes from all Board meetings to the County and, at least once a year, the Board shall present a written report to the County of its activities for the past year and any recommendations as may be deemed appropriate. The City shall appoint up to eleven (11) members and the County shall appoint up to four (4) members. All members shall be registered voters of the County. Members shall be appointed for three (3) year terms and may be appointed to serve up to two (2) consecutive terms.

6. Term. This Agreement shall commence on July 1, 2020, and continue for a term of two (2) years unless sooner terminated by mutual agreement of the parties, if a subsequent Memorandum of Understanding or agreement between the parties is not entered into by July 1, 2022, the term of this Agreement shall be extended until such time as a subsequent agreement is executed by the parties. During the extension of term, services and disbursements shall continue without change.

7. Liability. As between the parties, each party will be solely responsible for liability arising from personal injury or damage to persons or property occasioned by its employees or agents. The liability of the County and the City shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, and any amendments thereto. No provision of this Agreement creates in public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

8. Approval Required. This Agreement shall not become effective or binding until approved by the Bernalillo County Manager, as authorized by the Board of County Commissioners, and the City's Chief Administrative Officer.

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IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF ALBUQUERQUE

Approved by:

 DocuSigned by:

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Sarita Nair

Chief Administrative Officer

6/28/2020

Date: _____

 DocuSigned by:

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Shelle Sanchez, Director
Cultural Services Department

6/26/2020

Date: _____

Recommended by:

 DocuSigned by:

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Dean Smith, Associate Director
Libraries

6/26/2020

Date: _____

Reviewed by:

 DS

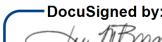
Leigh Brunner, Assistant City Attorney

City Legal

6/26/2020

BERNALILLO COUNTY

Approved by:

 DocuSigned by:

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Julie Morgan Baca

County Manager

6/24/2020

Date: _____

Approved as to Form:

 DocuSigned by:

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Hannah B. Bell

County Legal Department

6/19/2020

Date: _____

BERNALILLO COUNTY

Procurement & Business Services Department
One Civic Plaza NW, 10th Floor Room 10010
Albuquerque, NM 87102
Telephone Number 505-468-7013
Fax # 505-468-7067

Purchase Order: 3900016460

Include PO # on invoice(s).

Vendor Address:
CITY OF ALBUQUERQUE
PARKING DIVISION
PO BOX 1293
ALBUQUERQUE NM
87103

Billing Address - Send all invoice(s) to:
Bernalillo County Accounts Payable Office
One Civic Plaza 10th FL #10045
Albuquerque, NM 87102
Telephone Number 505-468-7020
Fax Number 505-468-7201
Email accountspayable@bernco.gov

Shipping Address:
DENISE BENAVIDEZ
One Civic Plaza 10th FL #10045
Albuquerque, NM 87102
505-468-7020

Information:

Date: 07/21/2020

Last Change Date: 07/24/2020 20:01:46

Buyer: Procurement & Business Services Department

Phone:

Email: purchasing@bernco.gov
Vendor Number: 200472

Performance period: 07/15/2020 - 07/15/2021

Incoterms: Free On Board

Incoterms Location: NEW MEXICO

Payment Terms: Net 30 days - No discounts

BERNALILLO COUNTY GENERAL TERMS AND CONDITIONS

1. INSPECTION AND AUDIT: The County may inspect, at any reasonable time, any part of Contractor's place of business, which is related to the performance described herein. Final inspection will be made at the destination upon completion of delivery as described herein. Final inspection shall include any testing or inspection procedures required by the specifications.

Contractor shall maintain detailed records which include the following: serial numbers and other appropriate identifiers and detailed time records of all goods delivered to the County and the date, time and nature of services rendered.

These records shall be subject to internal and external audit. The County shall have the right to audit billings both before and after payment. Payment under the resulting agreement shall not preclude the County from recovering excessive, erroneous or illegal payments previously made by the County.

2. ASSIGNMENT: The Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.

3. TERMINATION: The County may by written notice stating the extent and effective date, terminate for convenience in whole or in part, at any time. The County shall pay Contractor as full compensation for performance until such termination: A. the unit or pro rata order price for the delivered and accepted portion; and B. incidental damages, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the issued Purchase Order, provided compensation hereunder shall in no event exceed the total Purchase Order price.

The County may by written notice terminate in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provisions of the terms and conditions contained herein and/or the County's Purchase Order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event the County may otherwise secure the goods and/or services ordered, and Contractor shall be liable for damages suffered by the County thereby, including incidental and consequential damages.

If after notice of termination, the County determines Contractor was not in default, or if Contractor's default is due to failure of the County, termination shall be deemed for the convenience of the County.

The rights and remedies of the County provided in this article shall not be exclusive and are in addition to any rights and remedies provided by law.

4. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

5. PENALTIES: The Bernalillo County Procurement Ordinance, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

6. TITLE AND DELIVERY: Title to the goods hereunder shall pass to the County upon acceptance at the F.O.B. destination point specified subject to the right of the County to reject for any exception to the delivery date specified. Contractor shall give prior notification and obtain approval thereto from the County Purchasing Department.

7. APPLICABLE LAW: The laws of the State of New Mexico shall apply.

8. COMPLIANCE WITH APPLICABLE LAW: The Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

9. CONFLICT OF INTEREST: The Contractor warrants that Contractor presently has no interest and shall not acquire any, which would conflict in any manner or degree with the performance required under this procurement. Contractor must disclose any conflict of interest in writing. Definition of conflict of interest includes, but is not limited to, the following: A. relationship, if any, with a County employee; state their name and position, B. the County employee connected in any way with your firm, C. if any type of commitment is/has been given to your firm, by a County employee, state their name and position held.

10. WARRANTIES: Contractor warrants that performance furnished complies with specification described or referenced herein and shall be free from defects. All applicable UCC warranties, express and implied, are incorporated herein.

11. ACCEPTANCE: The County may reject acceptance of any goods and/or services found to be defective or not as specified. At the County's option the Contractor shall be required to A.) Correct without charge within a reasonable time, or B.) Deliver an equitable substitute at a reduced price. The County may revoke acceptance if a defect substantially impairs the value to the County and is discovered after acceptance. Should this occur, the Contractor shall reimburse the County for all incidental and consequential costs related to the unaccepted portion notwithstanding final acceptance. Final acceptance will be made at destination upon completion of delivery as described herein.. Such acceptance shall not waive the County's rights to claim damages for breach.

12. CHANGES: The County may make changes within the general scope of the procurement by giving notice to Contractor and subsequently confirming such changes in writing via a Purchase Order change notice. If such changes affect the cost of, or the time required for performance, an appropriate equitable adjustment shall be made. No change by Contractor shall be recognized without written approval of the County. Any claim of Contractor for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Contractor of notification of such change, unless the County waives this condition. Nothing in this paragraph shall excuse Contractor from proceeding with performance as changed hereunder.

13. DISCOUNTS: Any discount time will not begin until the goods and/or services have been received and accepted, and the correct invoice has been received by the Bernalillo County Accounts Payable Office. If testing is required, the discount time shall begin after the completion of such tests.

14. PAYMENT CHARGES: Late payment charges shall be paid in the amount and under the conditions stated in County Ordinance §2-381.

15. APPROPRIATIONS: The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any Agreement resulting from this procurement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. ACKNOWLEDGEMENT OF ORDER: The Contractor's written acknowledgement of this Purchase Order, the shipment of goods, or rendering of services hereunder, shall constitute acceptance of this Purchase Order, and no contrary or additional terms or conditions shall apply.

17. INSURANCE: The Contractor shall obtain, and maintain at all times during the term of this purchase order, insurance as specified herein. If insurance requirements are not specified herein, the Contractor represents that at the time of acceptance of this purchase order the Contractor maintains the worker's compensation insurance and automobile liability insurance for all vehicles to be used by Contractor in the performance of services under this purchase order as required by law. Upon request, Contractor shall provide proof of such coverage.

Version: 03/26/08

BILLING INSTRUCTIONS:

1. This Purchase Order is subject to the Terms and Conditions referenced above.
2. Please forward all original invoice(s) to the "Billing Address" on page 1.
3. Purchase order number must be on all invoices.
4. Submit separate invoice for each purchase order number.
5. Accounts Payable phone number 505-468-7020.