

CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-24-1 ENACTMENT NO. R-2024-007

SPONSORED BY: Klarissa J. Peña, by request

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 Arts & Culture
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:

14 Section 1. That the appropriations are hereby made and/or changed and
15 that increases in Miscellaneous Revenue for activities/projects are transfers of
16 revenues to the specific projects indicated.

17			Increase
18	<u>Department</u>	<u>Source</u>	<u>(Decrease)</u>
19	Arts & Culture/Library		
20	Library Materials	Miscellaneous Revenue FY2024	750,000

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1 PASSED AND ADOPTED THIS 21st DAY OF February, 2024
2 BY A VOTE OF: 9 FOR 0 AGAINST.

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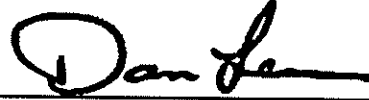
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10 Dan Lewis, President
11 City Council

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16 APPROVED THIS 26 DAY OF February, 2024

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20 Bill No. R-24-1

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23 Timothy M. Keller, Mayor
24 City of Albuquerque

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27 ATTEST:



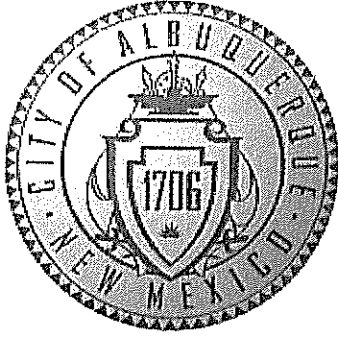
30 Ethan Watson, City Clerk

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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

November 30, 2023

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Resolution Appropriating Specific Miscellaneous Revenue from Bernalillo County to the Department of Arts & Culture for the purchase of Library Materials

This resolution appropriates \$750,000 to the Department of Arts & Culture 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.

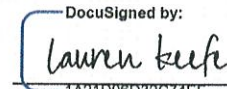
SUBJECT: Resolution Appropriating Specific Miscellaneous Revenue from Bernalillo County to the Department of Arts & Culture for the purchase of Library Materials

Approved:

Approved as to Legal Form:

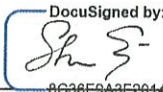


Dr. Samantha Sengel Date
Chief Administrative Officer

DocuSigned by:
 12/2/2023 | 5:24 PM MST

Lauren Keefe Date
City Attorney

Recommended:

DocuSigned by:
 12/1/2023 | 8:55 AM MST

Dr. Shelle Sanchez - Director Date
Department of Arts & Culture

Cover Analysis

1. What is it?

Resolution Appropriating Specific Miscellaneous Revenue from Bernalillo County to the Department of Arts & Culture 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 Arts & Culture 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 \$750,000 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?

N/A

6. What will happen if the project is not approved?

Arts & Culture will not be able to fulfill the materials needs for the Library system and the community.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: FY2024 BernCo Library Materials (Bernalillo County Bond Funds) R: X O:
 (Resolution Appropriating Specific Miscellaneous Revenue from Bernalillo County to the Department of Arts & Culture for the purchase of Library Materials) FUND: 305
 DEPT: Arts & Culture/Library

- 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		Total
		2025	2026	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	750,000	-	-	750,000
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ 750,000	\$ -	\$ -	\$ 750,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Revenue from program				
Amount of Grant	750,000	-	-	750,000
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ 750,000	\$ -	\$ -	\$ 750,000

These estimates do not include any adjustment for inflation.
 * Range if not easily quantifiable.

Number of Positions created

COMMENTS: Bernalillo County Purchase Order 3900020414 for FY24 Library Materials for the Bernalillo County Bonds as per contract CGN 2022-0334 expires 07/01/2024. BCC approval on 04/12/2022. 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 11/30/2023 | 5:44 PM MST
 FISCAL MANAGER

APPROVED:

DocuSigned by:
 [Signature] 12/1/2023 | 8:55 AM MST
 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
 Emma Romero 12/11/2023 | 8:42 AM MST
 EXECUTIVE BUDGET ANALYST

DocuSigned by:
 [Signature] 12/1/2023 | 2:39 PM MST
 BUDGET OFFICER (date)

DocuSigned by:
 [Signature] 12/1/2023 | 2:59 PM MST
 CITY ECONOMIST (date)

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

**UNIFIED LIBRARY SYSTEM
FISCAL YEARS 2023 AND 2024**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of June, 2022 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 2023 and 2024, 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 2023 and 2024 (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 2023 and 2024, 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 Six hundred Thirty Eight Thousand Three Hundred Thirty Eight dollars (\$1,638,338) for Fiscal Year 2023 and One million Six hundred Sixty Two Thousand Nine Hundred Thirteen dollars (\$1,662,913) for Fiscal Year 2024. 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 2023 and 2024, the Department of Arts and Culture's Library Administrator 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, 2022, 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, 2024, 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

BERNALILLO COUNTY


Approved by:

Approved by:

DS
Lk

DocuSigned by:


Lawrence Raef
Interim Chief Administrative Officer

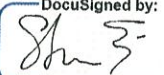
DocuSigned by:


Julie Morgas Baca
County Manager

Date: 6/1/2022 | 11:27 AM MDT

Date: 5/26/2022

DS
LB

DocuSigned by:


Shelle Sanchez, Director
Department of Arts and Culture

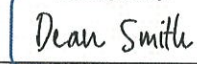
Date: 5/31/2022 | 1:38 PM MDT

Approved as to Form:

Recommended by:

DocuSigned by:


County Legal Department

DocuSigned by:


Dean Smith, Administrator
Libraries

Date: 5/31/2022 | 11:45 AM PDT

Date: 5/26/2022

Certificate Of Completion

Envelope Id: 66FC366A4DEB434389CF94704406C6B7
 Subject: You have a pending request to eSign a document
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Anthony D. Serna-Sanchez
 707 17th Street Suite 4000
 Denver, CO 80202
 adssanchez@berncogov
 IP Address: 69.5.90.9

Record Tracking

Status: Original
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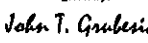
Holder: Anthony D. Serna-Sanchez
 adssanchez@berncogov

Location: DocuSign

Signer Events

John T. Grubestic
 jgrubestic@berncogov
 Special Assistant County Attorney
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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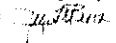
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Signature Adoption: Pre-selected Style
 Signed by link sent to jgrubestic@berncogov
 Using IP Address: 160.230.230.254

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Julie Morgas Baca
 jmorgasbaca@berncogov
 County Manager
 Bernalillo County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 67.206.166.146
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Envelope Summary Events

Certified Delivered
Signing Complete
Completed

Status

Security Checked
Security Checked
Security Checked

Timestamps

5/26/2022 3:35:20 PM
5/26/2022 3:35:26 PM
5/26/2022 3:35:26 PM

Payment Events

Status

Timestamps

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: 3900020414

Status: Held

Include PO # on invoice(s).

Vendor Address: CITY OF ALBUQUERQUE PARKING DIVISION PO BOX 1293 ALBUQUERQUE NM 87103	Information: Date: 05/25/2023 Last Change Date: 05/25/2023 18:01:31 Buyer: Brittany Bustos Phone: Email: bbustos@bernco.gov Vendor Number: 200472 Performance period: 07/01/2023 - 06/30/2024 Incoterms: Free On Board Incoterms Location: NEW MEXICO Payment Terms: Net 30 days - No discounts
Billing Address - Send all invoice(s) to: Bernalillo County Accounts Payable Office ONE CIVIC PLAZA N.W. One Civic Plaza N.W. Albuquerque, NM 87102 Telephone Number Fax Number Email accountspayable@bernco.gov	
Shipping Address: JENNY HAIKIN Finance Division 6th Floor 415 Silver Avenue SW Loading Dock Albuquerque, NM 87102 505-468-7020	

Item	Material #/Description:	Qty	UOM	Unit Price	Amount
1	FY24 Library Materials				750,000.00
Please include Purchase Order number on all invoices to ensure prompt payment.					
Deliver to City of Albuquerque Library for Bernalillo County Bonds 501 Copper NW Albuquerque, NM 87102					
CCN 2022-0334 Expires 06/30/2024					
Exempt SEC.2-361(a)(4) BCC administrative meeting held on 4/25/2023 item 9A					
					Tax 0.00
					Total value: 750,000.00

**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.