

CITY of ALBUQUERQUE

TWENTY FOURTH COUNCIL

COUNCIL BILL NO. R-21-177 ENACTMENT NO. _____

SPONSORED BY: Diane G. Gibson, by request

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RESOLUTION

APPROVING THE ATTACHED MEMORANDUM OF AGREEMENT BETWEEN CITY OF ALBUQUERQUE PARKS AND RECREATION AND NEW MEXICO DEPARTMENT OF AGRICULTURE IN FISCAL YEAR 2021.

WHEREAS, the City has as one of its goals to create pollinator friendly areas; and

WHEREAS, funds in the amount of \$20,000 for this purpose are available to the City of Albuquerque from the New Mexico Department of Agriculture; and

WHEREAS, The City of Albuquerque desires to accept these funds, which did not require a cash match.

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

Section 1. That the Memorandum of Agreement with the New Mexico Department of Agriculture in the amount of \$20,000 is hereby approved, and its acceptance and filing with the appropriate official or office is in all respects approved.

Section 2. That funds in the amount of \$20,000 in monies from the New Mexico Department of Agriculture are hereby appropriated to the Parks and Recreation Department in the 110 Fund for Fiscal Year 2020.

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City of Albuquerque
Albuquerque, New Mexico
Office of the Mayor

Timothy M. Keller

Interoffice Memorandum

May 27, 2021


To: Cynthia Borrego, President, City Council
From: Tim Keller, Mayor 
Subject: Parks and Recreation Pollinator Project

The attached Resolution is hereby submitted by the Parks and Recreation Department to accept pollinator project funding for pollinator friendly plantings at Xeric park and Quigley Park. The funds granted to the City of Albuquerque from the New Mexico Department of Agriculture total \$20,000.00.

The New Mexico Department of Agriculture has made funds available to the City of Albuquerque to promote pollinator plantings in parks to promote public awareness regarding the importance of pollinator plants in the landscape. The total project amount is anticipated to be \$20,000.00 and would be fully funded by the New Mexico Department of Agriculture.

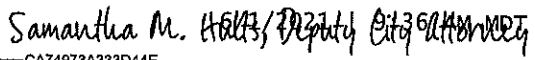
This resolution forwarded to the City Council for consideration and action.

Approved:




6/4/21
Date
Chief Administrative Officer

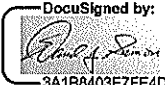
Approved as to Legal Form:

DocuSigned by:


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Date
City Attorney

Recommended:



DocuSigned by:

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5/28/2021 | 12:02 PM PDT
Date
Director

Cover Analysis

1. What is it?

This project is an opportunity introduced conceptually to the City of Albuquerque (COA) by Steve Baca from the New Mexico Department of Agriculture (NMDA). This project would include the development of new pollinator friendly areas within Quigley Park and Xeric park both of which are managed by the COA. This project would be a collaboration between the COA and the NMDA where the NMDA would provide funding up to \$20,000.00 and the City of Albuquerque would manage and execute the agreed upon specifics of this project.

2. What will this piece of legislation do?

This legislation will allow this project to be funded allowing for the development of pollinator friendly areas at Xeric Park and Quigley Park by clearing some existing plants, dirt and debris to make way for new pollinator friendly plantings.

3. Why is this project needed?

The City of Albuquerque prides itself in creating habitat opportunities for pollinators and this project will be an example of what homeowners can do to encourage pollinators in their own homes by creating similar planting areas as the planting areas funded by this project

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

This project is estimated to cost \$20,000.00 and would be funded by the New Mexico Department of Agriculture.

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

The revenue source associated with this contract is the New Mexico Department of Agriculture and the \$20,000.00 is anticipated to cover the entire cost of the project.

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

Pollinator project will not happen.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: Agreement between Parks and Recreation and New Mexico Dept. Of Agriculture R: O:
 Project: Parks and Recreation Pollinator Project FUND: 110
 DEPT: Parks & Rec.

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2021	2022	2023	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	20,000	-	-	20,000
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ 20,000	\$ -	\$ -	\$ 20,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Revenue from program	20,000			20,000
Amount of Grant	-	-	-	-
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ 20,000	\$ -	\$ -	\$ 20,000

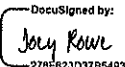
These estimates do not include any adjustment for inflation.
 * Range if not easily quantifiable.

Number of Positions created


COMMENTS: This project is estimated to cost \$20,000.00 and would be fully funded by the New Mexico Department of Agriculture.

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

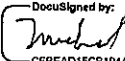
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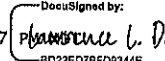
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 Joey Rowe 5/28/2021 | 1:01 PM MDT
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 FISCAL ANALYST

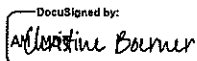
APPROVED:

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 5/28/2021 | 12:02 PM PDT
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 DIRECTOR (date)

REVIEWED BY:

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 Michael 5/28/2021 | 2:27
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 EXECUTIVE BUDGET ANALYST

DocuSigned by:

 Phyllis L. Davis 5/28/2021 | 9:27
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 BUDGET OFFICER (date)

DocuSigned by:

 Augustine Bolmer 6/1/2021 | 9:29 AM MDT
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 CITY ECONOMIST

Timothy M. Keller, Mayor

City of Albuquerque Parks and Recreation Department David Simon, Director

Interoffice Memorandum April 19, 2021

TO: Sarita M. Nair, Chief Administrative Officer

FROM: David Simon, Director

SUBJECT: IDOH Waiver Request for New Mexico Department of Agriculture Funding Agreement


The Parks and Recreation Department (PRD) is in the process of entering into a Memorandum of Agreement (MOA) between the City of Albuquerque, Parks and Recreation Department and the New Mexico Department of Agriculture (NMDA) in the amount of \$20,000.

The purpose of this Agreement is for the NMDA to fund, and collaborate in the creation of, pollinator friendly areas on City property at Quigley Park and Xeric Park. Furthermore, this agreement will result in examples of plant species and habitat improvement or augmentation suggestions that homeowners can duplicate in their own gardens and landscapes thus increasing the amount of nectar and pollen sources available to pollinators in an effort to increase their population densities, diversity, and health.

In an effort to utilize the full amount of the agreement of \$20,000 on the pollinator planting effort, PRD requests a waiver of the Indirect Overhead (IDOH) in the General Fund. The current IDOH rate for PRD of 6.6% of \$20,000 would result in a waiver of \$1,320.

I therefore, respectfully request a waiver of the IDOH rate for this Agreement from NMDA.

Approved:

DocuSigned by:

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Sarita M. Nair Date Chief Administrative Officer

DocuSign Envelope ID: a71b54e1-a9a2-4de0-8bd9-8c09e6a6abdb

Date | Time 5/3/2021 | 3:56 PM MDT

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ALBUQUERQUE, PARKS AND RECREATION
AND
NEW MEXICO DEPARTMENT OF AGRICULTURE**

This agreement made and entered into upon the last date of signature below, by and between the New Mexico Department of Agriculture, hereinafter referred to as the Agency, and City of Albuquerque, Parks and Recreation, referred to as the Contractor.

The purpose of this agreement is for the Agency to fund, and collaborate in the creation of, pollinator friendly areas on Contractor property. Furthermore, this agreement will result in examples of plant species and habitat improvement or augmentation suggestions that homeowners can duplicate in their own gardens and landscapes thus increasing the amount of nectar and pollen sources available to pollinators in an effort to increase their population densities, diversity, and health.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Contractor shall provide the following minimum services as in conjunction with their project proposal:

- A. Develop the designated areas at Quigley Park and Xeric Park, by clearing existing plants, dirt, and debris to make way for new construction of pollinator friendly exhibits.
- B. Collaborate with the Agency to identify pollinator friendly annual and perennial plants that produce flowers in various seasons for the designated areas at Quigley Park and Xeric Park.
- C. In accordance with Contractor's Procurement Ordinance and Rules: 1) Purchase and install sufficient plant material for full, diverse exhibits that are aesthetically pleasing and functional regarding year-round nectar and pollen sources for pollinators; 2) Purchase material to install or upgrade irrigation systems; and 3) Purchase and install materials such as edging, mulch, crusher fine, or similar items as needed to enhance the exhibits.
- D. Promote homeowner use of the same plant species in their yards and gardens, by installing educational signs at the designated areas at Quigley Park and Xeric Park. Signs shall identify the plants used, when these plants produce flowers and what benefit they provide pollinators. Install a combination interpretive map and sign of the area(s) and plant identification labels.

Memorandum of Agreement

- E. Further encourage pollinator habitat development to homeowners through advertisement of the new pollinator friendly areas at Quigley Park and Xeric Park on the Contractor's website. The Agency shall provide the Contractor with printable infographic material for this purpose, by June 30, 2021.
- F. Include the new pollinator friendly areas at Quigley Park and Xeric Park in the Contractor's regular maintenance schedule for at least two consecutive growing seasons. In accordance with Contractor's Procurement Ordinance and Rules, the Contractor shall purchase small tools (not to exceed \$1,000) and supplies needed for regular upkeep and maintenance of the locations identified in this agreement, no later than June 30, 2021.
- G. By July 30, 2021, the Contractor shall provide the Agency with before and after photographs of the new pollinator friendly areas at Quigley Park and Xeric Park, as well as suggested sites for possible future funding and collaboration on similar project(s), or the future enhancement and maintenance of those locations identified under this agreement.

2. TERM AND MAXIMUM COMPENSATION

- A. This agreement shall commence as of the date of the last signature below, and terminate July 30, 2021, unless terminated pursuant to paragraph 3.
- B. Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00). An initial Ten Thousand Dollars (\$10,000.00) shall be paid by the Agency upon execution of this agreement and after an initial invoice is submitted to the Agency. The remaining Ten Thousand Dollars (\$10,000.00) shall be paid on a reimbursable basis upon invoicing of expenses incurred. This funding will expire on June 30, 2021.

3. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the Agency.

Memorandum of Agreement

5. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the Agency.

6. RECORDS AND AUDIT

The Contractor shall maintain level of effort records that indicate the date and nature of services rendered. These records shall be subject to inspection by the Agency. The Agency shall have the right to audit billings both before and after payment; payment under this agreement shall not foreclose the right of the Agency to recover excessive illegal payments. These records shall be submitted quarterly based on the following schedule:

April 15-June 30	Due: July 1, 2021
July 1- July 31	Due: August 2, 2021

7. RELEASE

The Contractor, upon final payment of the amount due under this agreement, releases the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has an express written authority to do so, and then only within the strict limits of that authority. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

8. PUBLIC RECORDS

The parties acknowledge that City is a government entity and subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding anything contained herein to the contrary, City shall not be responsible to Agency for any disclosure of Confidential Information pursuant to the Act or pursuant to the City of Albuquerque's public records act laws, rules, regulations, instructions or other legal requirement.

9. AMENDMENT

This agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

10. SCOPE OF AGREEMENT

Memorandum of Agreement

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

11. NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

12. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rules, and regulations and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders, the Contractor agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the Contractor is found to be not in compliance with these requirements during the life of this agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

13. APPLICABLE LAW

This agreement is governed by the laws of the State of New Mexico.

14. ELECTRONIC SIGNATURES

Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this 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.

WITNESS WHEREOF, the parties have executed this agreement to begin upon the date of the last signature below.

Memorandum of Agreement

ds
TB

4/29/2021 | 3:50 PM MDT

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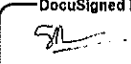
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NEW MEXICO DEPARTMENT OF AGRICULTURE


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By: 
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Jeff Witte, NMDA Director/Secretary

4/29/2021 | 4:47 PM MDT
Date

CITY OF ALBUQUERQUE, PARKS AND RECREATION

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By: 
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Sarita Nair, COA Chief Administrative Officer

5/3/2021 | 3:56 PM MDT
Date

DocuSigned by:
Concur: 
2A1B6409E7FE400
David J. Simon, COA Parks and recreation Director

5/3/2021 | 4:34 PM PDT
Date