



**Date:** November 13, 2024

**To:** Randy Randall, Interim City Manager

**From:** Margaret Neill, Library Division Director MMN

**Via:** Maria E. Tucker, Community Services Director Maria Tucker

**Subject:** Santa Fe County MOU Amendment 1

**Vendor Name:** N/A

**Munis Vendor Number:**

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## ITEM AND ISSUE:

Community Service/ Library Division respectfully requests your review and approval of an Amendment No. 1 to Agreement No. 2023-0208-CSD/BT Between Santa Fe County and the City of Santa Fe to increase compensation by \$25,000 (\$25,000 from 101-2233-435.) to be encumbered and expended by FY25 and the term of the contract to be extended to September 7, 2025. The total contract amount shall not exceed \$50,000 inclusive of NM GRT.

## CONTRACT NUMBER:

The FY23 Munis Agreement number is 2023-0208-CSD/BT Item #23-0543

## BACKGROUND AND SUMMARY:

The County of Santa Fe has committed \$25,000.00 for library books and materials in support of the Southside Library to benefit County residents.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was Choose a Procurement Vehicle

**Chief Procurement Officer (CPO) / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**FUNDING SOURCE:**

**Fund Name/Number:** N/A

**Munis Org Name/Number:** N/A

**Munis Object Name/Number:** N/A

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals:** ☐ Yes | ☒ No  
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

**IT Components included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction, Facilities, Furniture, Fixtures, Equipment included?** ☒ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Capital Asset\* or Project\*\*** ☐ Yes | ☒ No

**Project Ledger #:** \_\_\_\_\_

(\*will this procurement result in a tangible item that costs more than \$5,000?)

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Grant Funded Purchase?** ☒ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement Document: Choose an item.

Vendor's Select Response Type

Select Contract Type

Memo

Amendment No. 1

Original Agreement

**Signature:**   
Maria Tucker (Nov 19, 2024 13:07 MST)

**Email:** metucker@santafenm.gov

**Signature:**   
Margaret Neill (Nov 19, 2024 13:09 MST)

**Email:** mmneill@santafenm.gov

## Santa Fe County Purchasing Process Request Form

<b>Date Submitted:</b>	8/14/24	<b>Requesting User Agency:</b>	CSD
<b>Name &amp; Phone of Contact Person:</b>	Jennifer N. Romero 995-9526		
<b>Contract Tracking #/Buyer (Purchasing)</b>	2023-0208-CSD/BT  City of Santa Fe Amendment 1	<b>BCC Approval? Yes</b> <input type="checkbox"/>  <b>No X</b> Please indicate date	

**AGENCY REQUEST:** (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

**REQUEST:** The Community Services Department (CSD) requests to amend (Amendment No. 1) the current Agreement No. 2023-0208-CSD/BT between Santa Fe County and the City of Santa Fe to increase compensation by \$25,000 (\$25,000 from 101-2233-435.) to be encumbered and expended by FY25 and the term of the contract be extended to September 7, 2025. The total contract amount shall not exceed \$50,000 inclusive of NM GRT. The funds will be used for the City of Santa Fe Southside Library for the provision of reading literacy by making library books and materials purchased and belonging to the county accessible and available as part of the contractor's general library materials and resources and providing information to the community about library collections and services.

**Does this request require IT approval?** ☐ Yes ☐ No **If yes, is the approved work order attached?** ☐ Yes ☐ No

### PURCHASING STATUS:

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund &amp; Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request: \$25,000 should be encumbered in FY25 (\$25,000 from 101-2233-435). The total contract amount shall not exceed \$50,000 inclusive of NM GRT.

**LEGAL FORM:** (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

**LEGAL APPROVAL:** (sign and date)

**FINANCE DIRECTOR APPROVAL:** (sign and date)

**COUNTY MANAGER APPROVAL:** (sign and date)

Item #25-0006

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN SANTA FE COUNTY  
AND THE CITY OF SANTA FE**

This Amendment is made this \_\_\_\_\_ day of \_\_\_\_\_, <sup>2025</sup>~~2024~~, between **Santa Fe County** (the "County") and the **City of Santa Fe** (the "City").

**WHEREAS**, on September 7, 2023, the County and the City entered into Agreement No. 2023-0208-CSD (the "Agreement"). The City through its Southside Library, provides the County with programs that promote reading and literacy and is committed to improving opportunities for the community to enhance their cultural and leisure activities; and

**WHEREAS** Article 11 (No Oral Modifications, Written Amendments Required) allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS**, by this Amendment No. 1 the parties agree to amend the Agreement to extend the term to September 7, 2025, and increase the compensation payable to the City by the sum of \$25,000.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 2.A. (Compensation, Invoicing and Set-Off) insert a subparagraph a to read:
  - a) By Amendment No. 1 the compensation payable to the City is increased by the sum of \$25,000. The total amount payable to the City for the term of this Agreement will not exceed \$50,000.00, *inclusive* of NM GRT.
2. Article 3 (Effective Date and Term) insert a subparagraph A to read:
  - A. By Amendment No. 1 the term is extended to September 7, 2025.
3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approved as to form:

Roberta D. Joe for J.Y.  
\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

August 26, 2024  
\_\_\_\_\_  
Date

**CITY OF SANTA FE**

\_\_\_\_\_  
Signature and title

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Amendment as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
Randy Randall (Nov 21, 2024 20:50 MST)

RANDY RANDALL, INTERIM CITY MANAGER

DATE: 11/21/2024\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Andrea Azar (Jan 9, 2025 09:18 MST)  
CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

  
\_\_\_\_\_  
Oct 24, 2024  
ASSISTANT CITY ATTORNEY

  
\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR



PURCHASE REQUISITION NBR: 0000251564

STATUS: REQ-APRVL >\$10000  
REASON: CONTRACTUAL SERVICES

DATE: 8/13/24

DELIVER BY DATE: 8/13/24

REQUISITION BY: TCARSON

SHIP TO LOCATION: HEALTH & HUMAN SERV DIV. SUGGESTED VENDOR: 17893 CITY OF SANTA FE - LIBRARY

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	HANNA PADILLA Funding for City of Santa Fe Southside Library (Agreement 2023-0208-CSD/BT) for the provision of reading literacy by making library books and materials purchased and belonging to the county accessible and available as part of the contractors general library materials and resources and providing information to the community about library collections and services. COMMODITY: SUBCOMMOD: MISC	25000.00	EA	1.0000	25000.00
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REQUISITION TOTAL: 25000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	SERVICES	CONTRACTUAL/PROFESSIONAL	PROJECT	%	AMOUNT
1	10122334355003				100.00	25000.00
						25000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

*funding formula 8/13/24*

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY  
AND THE CITY OF SANTA FE**

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into on the 7 day of September, 2023, between Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe (the "City"), a municipality, 200 Lincoln Avenue, Santa Fe, New Mexico 87504.

**WHEREAS**, in the spirit of cooperation, mutual respect and service to the residents of the County and the City, this Agreement confirms the parties' commitment and mutual cooperation which recognizes that the partnering activities between government entities may produce community and constituency benefits beyond what might be produced independently; and

**WHEREAS**, this Agreement is exempt from the provisions of the Procurement Code, NMSA 1978, Section 13-1-98 (A); and

**WHEREAS**, the City through the City's Southside Library, provides the County with programs that promote reading and literacy, and is committed to improving opportunities for community members to enhance their cultural and leisure activities; and

**WHEREAS**, the County desires to assist the City continue to provide these library programs,

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:**

**1. Agreement**

The City, Southside Library, shall perform the following:

- a) Promote reading, literacy, and the dissemination of information free of charge to the public;
- b) promote the appreciation of culture and the arts;
- c) inform the community about the library's collections and services;
- d) preserve and teach about the local history and the environment; and
- e) cover issues of current local interest to residents, and
- f) invoice the County prior to June 30, 2024.

**2. COMPENSATION**

A. The total compensation to be paid under this Agreement must not exceed \$25,000.00.

B. All payments under this Agreement will be paid as reimbursements for operational costs incurred by the Southside Library. Prior to cost reimbursement, the Southside Library must submit a fund requisition with documentation in support of each budgetary category and operational expense. The documentation must include the

original or certified copies of invoices, vouchers, budgetary and other restrictions of expense.

C. Reimbursement will be made upon receipt of a detailed, certified invoice supporting operational costs incurred by the Southside Library. Thirty business days will be allowed for payment after receipt of the invoice.

D. Payment under this Agreement will not foreclose the right of the County to recover any excessive or illegal payment(s).

### **3. EFFECTIVE DATE AND TERM**

This Agreement will become effective as of the date of last signature by the parties and terminate one year from such date, unless earlier terminated pursuant to Section 4 (Termination) or Section 14 (Appropriations). The term may be extended for one year by mutual agreement of the parties. The extension must be by written amendment.

### **4. TERMINATION**

A. Termination of Agreement. This Agreement may be terminated by the County upon written notice to the City at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination of Agreement for Cause. If a party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the agreements or terms of this Agreement, the non-breaching party will have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, no party will be relieved of liability to the other party for damages sustained because of any breach of the Agreement.

### **5. PERSONNEL**

A. The City represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel will not be County employees or have any contractual relationships with the County.

B. All services required hereunder will be performed by the City's Southside Library and all personnel engaged in the services must be fully qualified and be authorized or permitted under state and local law to perform the services.

### **6. ASSIGNMENT**

The City will 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 County.



**7. SUBCONTRACTING**

The City will not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

**8. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not intended to and does not create any rights in any persons or party not a party.

**9. RELEASE**

Final reimbursement of the amount due under this Agreement will operate as a release of the County, its officers and employees, and Santa Fe County from all liabilities, claims and obligations arising under this Agreement.

**10. LIABILITY**

Neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1.

**11. AMENDMENT**

This Agreement must not be altered, changed or amended except by an instrument in writing signed by the parties.

**12. INTEGRATION CLAUSE**

This Agreement incorporates all the understandings and agreements between the parties and all such understandings are merged into this Agreement. No prior understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

**13. APPLICABLE LAW; VENUE**

This Agreement will be construed in accordance with the laws of the State of New Mexico. The City and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement will be the State District Court of New Mexico First Judicial District located in Santa Fe County.

**14. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and if state funds are

involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the City. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the City for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the City.

#### **15. FAX or ELECTRONIC SIGNATURE**

The parties hereto agree that a fax or electronic signature has the same force and effect as an original.

#### **16. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1.

#### **17. PROHIBITED ACTIVITY**

The City is prohibited from using the funds provided under this Agreement for political activities; sectarian or religious activities; lobbying; or political patronage.

#### **18. RECORDS AND FINANCIAL AUDIT**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the City agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the City also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.



## **19. PENALTIES FOR VIOLATION OF LAW**

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.

## **20. EQUAL OPPORTUNITY COMPLIANCE**

The City agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the City assures that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this Agreement. If the City is found not to be in compliance with these requirements during the life of this Agreement, the City agrees to take appropriate steps to correct these deficiencies.

## **21. INVALID TERM OR CONDITION**

If any term or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected and will remain valid and enforceable.

## **22. NOTICES**

Any notice required by this Agreement must be given in writing to the parties designated below. Notice will be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For City:

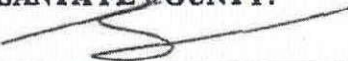
John Blair, City Manager  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87504  
Phone: 505-955-6848

For County:

Santa Fe County Community Services Department  
Attn: Rachel O'Connor, Director  
100 Cañon St.  
Santa Fe, NM 87501  
Phone: 505-670-5333

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date of last signature by the parties.

**SANTA FE COUNTY:**



Gregory S. Shaffer  
Santa Fe County Manager

6/28/2023

Date

Approved as to form:

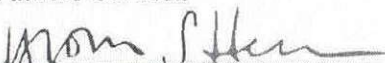
Roberta D. Joe for J.Y.

June 14, 2023

Jeff Young  
Santa Fe County Attorney

Date

Finance Division



Yvonne S. Herrera  
Finance Director

6/27/2023

Date

**CITY OF SANTA FE:**

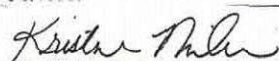


Alan Webber, Mayor

Sep 7, 2023

Date

GB MTG 08/30/2023  
Attest:



Kristine Bustos-Mihelcic, City Clerk X/V

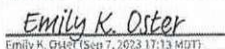
Sep 7, 2023

Date

  
Marcos Martinez (Jul 17, 2023 10:38 AM DT)

Senior Assistant City Attorney

Date

  
Emily K. Oster (Sep 7, 2023 17:13 MDT)

Emily K. Oster, Finance Director

Sep 7, 2023

Date








# 25-0005 Santa Fe County

Final Audit Report

2025-01-09

Created:	2025-01-08
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEaJNJiv_4jP3bVGb3sv7Ur_m1UiDvJef

## "25-0005 Santa Fe County" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-01-08 - 11:28:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature  
2025-01-08 - 11:33:25 PM GMT
-  Email sent to bjccrespin@santafenm.gov bounced and could not be delivered  
2025-01-08 - 11:33:30 PM GMT
-  Email viewed by axsalazar@santafenm.gov  
2025-01-09 - 4:18:32 PM GMT- IP address: 174.218.26.25
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar  
2025-01-09 - 4:18:56 PM GMT- IP address: 174.218.26.25
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)  
Signature Date: 2025-01-09 - 4:18:58 PM GMT - Time Source: server- IP address: 174.218.26.25
-  Agreement completed.  
2025-01-09 - 4:18:58 PM GMT