



# City of Santa Fe, New Mexico

# memo

**Date:** January 22, 2015

**To:** Finance Committee

**Via:** Isaac J. Pino, Community Services Department Director

**From:** Patricia Hodapp, Library Division Director

**Re:** Request to accept and budget the State Grants-in-Aid grant for \$7,780.00

## **BACKGROUND**

The New Mexico State Library has made available a State Grants-in-Aid to Public Libraries grant to support the library's collections, staff salaries, staff training, library equipment, and other operational expenditures associated with delivery of library services. The Library will receive this award because it meets State Library criteria as a qualifying public library in New Mexico. The award period ends on June 30, 2015. A copy of the Budget Adjustment Request, the approved State of New Mexico Agreement, and State purchase order are attached.

## **ACTION REQUESTED**

I am requesting your review and recommendation to the Governing Body to accept this State Grants-in-Aid grant in the amount of \$7,780.00.

I am also requesting your review and recommendation to the Governing Body to budget the award in FY14/15. In compliance with the guidelines of the State Grants-in-Aid to Public Libraries Grant Agreement, I request that the funds be budgeted as follows:

<u>REVENUE</u>	<u>BUSINESS UNIT/LINE ITEM</u>
\$7,780.00	21703.490290 Revenue: State Library Grant – Office of Cultural Affairs

<u>EXPENDITURE</u>	<u>BUSINESS UNIT/LINE ITEM</u>
\$7,780.00	22704.530200 Operating Supplies

Total: \$7,780.00

Thank you for your consideration of this request.

Attachments



**State of New Mexico  
Purchase Order**

PO Number to be on all Invoices and Correspondence  
**Dispatch via Print**

**Department of Cultural Affairs**

407 Galisteo St. Bataan Memorial Bld.  
Suite 264  
Santa Fe NM 87501  
United States

**Vendor:** 0000054360  
SANTA FE, CITY OF  
PUBLIC LIBRARY  
145 WASHINGTON AVENUE  
SANTA FE NM 87501

<b>Purchase Order</b> 50500-0000027322	<b>Date</b> 10/30/2014	<b>Revision</b> 	<b>Page</b> 1
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way	
<b>Buyer</b> Barbara E Rivera	<b>Phone</b>		

**Ship To:** 1209 Camino Carlos Rey  
Garey Carruthers  
Santa Fe NM 87507  
United States

**Bill To:** 1209 Camino Carlos Rey  
Garey Carruthers  
Santa Fe NM 87507  
United States

**Origin:** EXE **Excl/Excl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	STATE GRANTS IN AID FOR PUBLIC LIBRARIES/ NMAC 4.5.2. Award made through state match (general fund) as required by the Federal LSTA 2014 Grant. State Grant for Libraries across the State of New Mexico for tribal, educational and local government.		1.00	EA	7,780.00	7,780.00	10/30/2014

50500-19301-6002000000-547400- - - -115-40000

<b>Schedule Total</b>	<u>7,780.00</u>
<b>Item Total</b>	<u>7,780.00</u>
<b>Total PO Amount</b>	<u>7,780.00</u>

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION  
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. **GENERAL:** When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
  - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **STATE FURNISHED PROPERTY:** State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **TAXES:** The unit price shall exclude all State taxes.
10. **PACKING, SHIPPING AND INVOICING:**
  - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **NON-COLLUSION:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. **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 bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. **PAYMENT FOR PURCHASES:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **WORKERS COMPENSATION:** The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **PAY EQUITY RECORDING:** The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>

**State Grants-in-Aid to Public Libraries**  
**Agreement**  
**For FY2014/2015**

This agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Santa Fe Public Library**, Santa Fe, NM, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4 (1978);

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as Section 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under Section 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed fifteen thousand five hundred sixty dollars and no cents (**\$15,560.00**) to support Recipient's library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2 NMAC.

II. The Recipient agrees to

1. Use the grant only for library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in Section 4.5.2 NMAC;
2. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
3. Expend the grant according to the rules outlined in Section 4.5.2 NMAC, attached hereto as Attachment A;
4. Provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
5. Return any funds from the grant not spent in the 2015 fiscal year to NMSL by July 15, 2015.

III. The Laws of New Mexico shall govern this Agreement.

Signed: Patricia C. Hodapp Date: October 23, 2014

By: PATRICIA C. HODAPP Chairman or Authorized Agent of Recipient (print name)

Signed: [Signature] Date: 10-27-14

By: Michael S. Delello, New Mexico Interim State Librarian

