

SFC CLERK RECORDED 10/17/2025

SANTA FE COUNTY

RESOLUTION 2025- 118

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1	Please summarize the request and its purpose in the area below. During the 2024 New Mexico legislative session, the New Mexico Government Results and Opportunity (GRO) Fund was established to support local projects, with all appropriations being managed by the Councils of Government. The Office of Housing is distributing \$120,000 million for housing and homelessness projects across New Mexico. On September 9, 2025, Santa Fe County received IGA No. 26-63-1111-00018 for a \$250,000 for the purpose of providing transitional housing for survivors of human trafficking which will be provided by The Life Link. The funds must be expended by June 30, 2026.			
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		Recurring	Non-Recurring
				X
3	Does this request impact a revenue source?		Yes	No
			X	
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy			X
	B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.		X	
	C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)			X
	D. Is a match required? If Yes, please identify funding source in the line below.			X
PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW				
FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM
				AMOUNT
				BUDGETED (Drop Down)

SANTA FE COUNTY
RESOLUTION 2025- 118

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

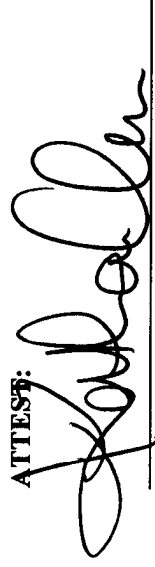
Approved, Adopted, and Passed This 14th Day of October, 2025.

Santa Fe Board of County Commissioners


Camilla Bustamante, Chairperson



ATTEST:


Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 23

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2025 at 09:47:15 AM and Was Duly Recorded as Instrument # **2069468** of The Records Of Santa Fe County



Witness My Hand And Seal Of Office

Katharine E. Clark
County Clerk, Santa Fe, NM

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STATE OF NEW MEXICO
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 26-631-1111-00018

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the County of Santa Fe ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

WITNESSETH

WHEREAS, the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

WHEREAS, Contractor is a political subdivision of the State, created under § 4-1-1 et seq.; and

WHEREAS, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

WHEREAS, Department is retaining the Contractor to provide its skill and expertise in housing and homelessness services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

- a. Department shall fund the provision of transition housing to victims of human trafficking. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.
- b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying Department when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be

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paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices not received by Department within fifteen (15) days preceding the of the state fiscal year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID.**
- d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. Termination.

- a. Grounds. The Department may terminate this Agreement for convenience or cause.
- b. Contractor may terminate this Agreement based upon the Department's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department
- c. Notice to Agency Regarding Opportunity to Cure.
 - i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

- ii. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination for uncured material breaches, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what Department needs to do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.
- iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.
- iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.
- d. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, Department's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination, provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**
- e. **Termination Management.** Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:
 - i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;
 - ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and
 - iii. take such action as Department shall direct for the protection, preservation, retention, or transfer of all property titled to Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, this Agreement shall terminate

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immediately upon written notice being given by Department. Contractor shall accept Department's decision as to whether sufficient appropriations are available and shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

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 Department.

7. Subcontracting.

Contractor may subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, and policies.

8. Release.

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of Department, except as required by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. Product of Service - Copyright.

All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

11. Conflict of Interest; Governmental Conduct Act.

- a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.
- b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

- c. Contractor specifically represents and warrants that:
- i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;
 - ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).
 - iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;
 - iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

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- d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.
 - e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).
12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

- a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.
- b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

- i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];
 - ii. State of New Mexico Manual of Model Accounting Practices (MAPs);
 - iii. The State of New Mexico State Auditor, State Audit Rule;
 - iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];
 - v. U.S. General Accounting Office, Government Auditing Standards;
- d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
- i. CFDA Number – N/A
Program Title – N/A
AGENCY/OFFICE – N/A
GRANT NUMBER – N/A
CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A
- f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).
- g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.
- k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and all other required signatories. If the Department proposes an amendment to the Agreement to reduce funding due to budget or other considerations unilaterally, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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 of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or severe 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 program or activity performed under this Agreement. If Contractor is found not to comply with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. Workers' Compensation.

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Department may terminate this Agreement.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Department, its Divisions, and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Invalid Term or Condition.

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

21. Enforcement of Agreement.

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

22. Notices.

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Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Jennifer N. Romero
Health & Human Services Division Director – CSD
County of Santa Fe
240 Grant Avenue, Santa Fe, New Mexico 87501
jnromero@santafecountynm.gov

23. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

Contractor – County of Santa Fe

Gregory S. Shaffer, County Manager

Date: _____

Approved as to legal form and sufficiency.

Walker Boyd, County Attorney

Date: _____

Department - New Mexico Department of Workforce Solutions

Sarita Nair, Cabinet Secretary

Date: _____

Maria Garcia-Cunningham, Acting CFO

Date: _____

Approved as to legal form and sufficiency.

Gregory Lauer, General Counsel

Date: _____

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Exhibit A – Scope of Work
COUNTY OF SANTA FE

I. Purpose:

HB2 (2024) appropriated state GRO Fund money, “For Statewide Homeless Initiatives” (the “**2024 GRO Funds**”).

The purpose of this Agreement is to provide funds to assist with the creation and operation of two programs, described further below, providing home rehabilitation for income qualified homeowners and rapid rehousing for homeless people in Bernalillo County.

The purpose of this Agreement is to fund the following program (the “**Funded Program**”):

- A. Transitional housing for victims of human trafficking. Services shall be provided in accordance with and subject to the terms and conditions of Agreement No. 2026-0037-CSD by and between the Contractor and The Life Link. Administrative and personnel costs are permissible.

III. Performance Measures:

- 1. On a monthly basis, Contractor shall provide the following de-identified data:
 - a. Number of unique clients served
 - b. Number of clients placed in transitional housing
 - c. Any other reporting or data that Contractor receives from the service provider, deidentified as necessary

IV. Activities:

- 1. The Contractor shall operate the Funded Program pursuant to Agreement No. 2026-0037-CSD by and between the Contractor and The Life Link. The Contractor may engage The Life Link or other service providers to operate or participate in the Funded Programs, and the Department hereby consents to the Contractor engaging appropriate, alternative subcontracts made for that same purpose. The Contractor shall deliver notice to the Department of all subcontractors or service providers that are part of the Funded Programs, other than The Life Link. The Contractor is solely responsible for ensuring compliance with applicable state and local law regarding selection of any service provider or subcontractor.
- 2. The Contractor shall designate a single point of contact and communication line that shall receive constituent and other concerns from the Department related to the Funded Program and shall report on the resolution of such concerns within two (2) business days.
- 3. The Contractor shall certify that all funds distributed to the Funded Program is used for purposes that align with the appropriation language and its inherent requirements referenced above.
- 4. The Contractor shall designate a representative to a group of Department funding recipients with whom the representative shall meet periodically to discuss progress and

challenges. The representative may be a subcontractor or service provider for the Funded Program.

5. The Contractor and any subcontractor or service provider for the Funded Program shall share all press releases and similar, public communication regarding the State of New Mexico's role to fund the projects, no less than 48 hours prior to issuance.
6. The Contractor and any subcontractor or service provider for the Funded Programs shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
7. The Contractor and any subcontractor or service provider shall grant the Department access to and data from the Funded Program as requested, including for purposes of any survey or evaluation that the Department conducts or commissions.
8. The Contractor recognizes that the Department collects and incorporates data, images, and narrative information regarding each Funded Program for its public relations and transparency interests, and Contractor shall deliver such materials and information regarding each project to the Department upon request.
9. The Contractor and any subcontractor or service provider for the Funded Programs shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
10. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

V. Deliverables (including deadlines):

Deadline	Deliverable
Monthly, no later than ten (10) days after receiving any subcontractor's invoice or request for payment	Submit Request for Payment for Funded Program, in the form attached as <u>Exhibit B</u> , with the data for the previous month
June 30, 2026	Final invoice in the form attached as <u>Exhibit C</u>

The total amount payable to the Contractor under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), including expenses and applicable gross receipts tax.

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: Actual program expenditures.

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Exhibit B

**HB2 Appropriation
Request for Payment Form**

I. Contractor Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Contractor:		A. Payment Request No.	
B. Address:		B. Grant Amount:	
C. Contact Name and Phone:		C. AIPP Amount	N/A
D. Grant No.		D. Funds Requested to Date	
E. Project Title:		E. Amount Requested in This Payment	
F. Grant Expiration Date:		F. Reversion Amount	N/A
		G. Grant Balance	
		H. ☒ GF ☐ GOB ☐ STB	
		I. ☐ Final Request for Funding	

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

Contractor Fiscal Officer
or Fiscal Agent (if applicable)

Contractor Representative

Printed Name

Printed Name

Date

Date

(State Agency Use Only)
Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Exhibit C
STATE OF NEW MEXICO
HB2 Housing Final Report Form

Appropriation Recipient:

Appropriation Number:

Use of Appropriation Funds	Amount
Capital Expenses	
Other	
Total Amount of Appropriation Funds Expended	

Narrative

Describe the outcomes, results, benefit and/or uses of the appropriation funds.

SEC CLERK RECORDED 10/17/2025

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

MEMORANDUM

Date: October 6, 2025

To: Board of County Commissioners

From: Jennifer N. Romero, Community Services Deputy Director
Yvonne S. Herrera, Finance Division Director

Via: Gregory Shaffer, County Manager
Anne Ryan, Community Services Department Director

Subject: **October 14, 2025, BCC Meeting**
Resolution No. 2025-____, A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) in the Amount of \$250,000

SUMMARY:

The Community Services Department has received Intergovernmental Agreement (IGA) No. 26-63-1111-00018 from the New Mexico Department of Workforce Solutions' Office of Housing, awarding \$250,000 to support transitional housing for survivors of human trafficking. This resolution budgets these funds into the State Special Appropriations Fund (318).

BACKGROUND:

During the 2024 New Mexico Legislative Session, lawmakers established the New Mexico Government Results and Opportunity (GRO) Fund to support local projects. The Office of Housing is distributing \$120 million statewide to expand housing and homelessness initiatives.

On September 9, 2025, Santa Fe County received IGA No. 26-63-1111-00018, awarding \$250,000 to support transitional housing for survivors of human trafficking. The County will partner with The Life Link to deliver these services. All funds must be expended by June 30, 2026.

RECOMMENDED ACTION:

Approve this resolution to increase the State Special Appropriations Fund (318) by \$250,000, as submitted by the Community Services Department through the Finance Division.

EXHIBITS:

- Exhibit A – BCC Resolution BAR - GRO IGA
- Exhibit B – GRO IGA No. 26-63-1111-00018