

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on March 10, 2026, did request the following budget adjustment:

Department / Division _____ CSD/Senior Services _____

Budget Adjustment Type (drop down): Other Fiscal Year: 2026 (July 1, 2025 - June 30, 2026)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2217	371	25-00	(ALTSD/Garden Project (2026-0292-CSD))		
101	0737	371	25-00	Senior Services - Eldorado Senior Center	\$ 11,500	
101	7122	371	25-00	Senior Services - Edgewood Senior Center	11,500	
				Senior Services - Cerrillos Senior Center	2,000	
Total					\$ 25,000	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2217	431	60-07	Operational Supplies	\$ 8,000	
101	2217	431	50-03	Contractual Services	3,500	
101	737	431	60-07	Operational Supplies	11,500	
101	7122	431	60-07	Operational Supplies	2000	
Total					\$ 25,000	\$ -

Requesting Department Approval: _____ Matilda Byers _____ Title: _____ Health Services Division Manager _____ Date: 05/08/2026 Log # 85

Capital/Grants Approval: _____ Date: 5/20/2026

Finance Dept Approval: _____ Date: 5/20/2026 Budget Administrator: _____ Date: 5/22/26

County Mgr Approval: _____ Date: 5/22/2026 Updated by: _____ Date: _____

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

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

(If

1 Please summarize the request and its purpose in the area below.

The Community Services Department received funds from the New Mexico Aging and Long-term Services Department's Senior Center Garden grant in the amount of \$25,000. A budget resolution is required to recognize and budget these funds in the amount of \$25,000 through the New Mexico Garden Project Grant Agreement No. 2026-0292-CSD. These funds will support garden-related improvements and programming at the Eldorado, Edgewood, and Cerrillos Senior Centers.

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	REQUESTED (Drop Down)

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.

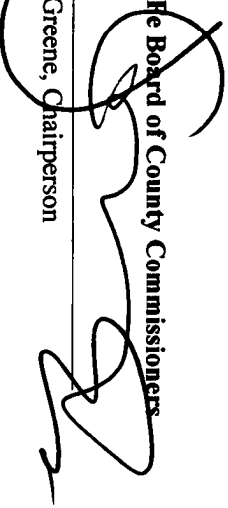
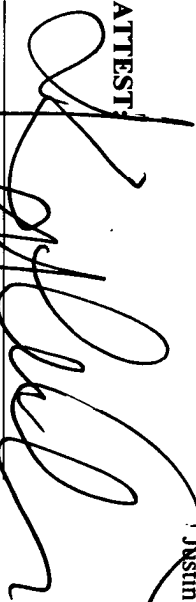
Approved, Adopted, and Passed This 26th Day of May, 2026.

Santa Fe Board of County Commissioners

Justin Greene, Chairperson


ATTEST

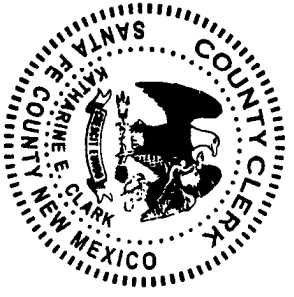
Katharine E. Clark, County Clerk



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss BCC RESOLUTIONS
PAGES: 9

I Herby Certify That This Instrument Was Filed for Record On The 27TH Day Of May, 2026 at 02:14:02 PM and Was Duly Recorded as Instrument # 2084330 of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Katharine E. Clark
County Clerk, Santa Fe, NM



**FY26 New Mexico Garden Project Grant Agreement
Santa Fe County Senior Services**

This Agreement is entered into on April 17, 2026, between Santa Fe County, a political subdivision of the state of New Mexico (the "Grantee"), and the Aging and Long-Term Services Department (the "Department").

I. PURPOSE

The objective of this New Mexico Senior Center Garden grant Agreement is to fund the establishment of a communal garden area for senior citizens. This initiative seeks to renovate or establish a community garden that offers an opportunity for seniors to participate in gardening activities to promote physical health and encourage social engagement while cultivating herbs, vegetables, flowers, and fruits.

II. TERM DATE

This Agreement will become effective upon the completion of the execution of this Agreement by the parties and will terminate June 30, 2026, unless earlier terminated pursuant to Termination in Article III below.

III. TERMINATION

A. The Department may terminate this Agreement for convenience or cause. The Grantee may terminate this Agreement based upon the Department's uncured, material breach of the terms and conditions of this Agreement.

B. Termination by Grantee

1. The Grantee shall give the Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall include the following:
 - a. All the Department's material breach(es) of this Agreement upon which the termination is based; and
 - b. What the Department must do to cure such material breach(es).
2. Grantee's notice of termination shall only be effective if the Department does not cure all material breaches within the thirty (30) day notice period.
3. In the case of material breaches by the Department that cannot be cured within thirty (30) days, Grantee's notice of termination shall only be effective if the Department does not, within the thirty (30) day notice period, notify the Grantee of its intent to cure and begin with due diligence to cure the material breach.

1. Target population includes persons aged 60 or older. Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority

B. Target Population

- 1. Edgewood Senior Center
- 2. Eldorado Senior Center
- 3. Cerrillos Senior Center

A. The Grantee shall apply the grant funds under this Agreement to the purpose of stated above and will be responsible for the establishment of a community garden in at the following locations:

IV. AREAS TO BE SERVED

- 1. Immediately upon receipt by either the Department or the Grantee of notice of termination of this Agreement, the Grantee shall:
 - a. Not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the Department; and
 - b. Comply with all directives issued by the Department in the notice of termination as to the performance of services or work under this Agreement.

D. Termination Management

- 1. This Agreement may be terminated immediately upon written notice to the Grantee if:
 - a. The Grantee becomes unable to perform the services agreed upon, as determined by the Department;
 - b. If, during the term of this Agreement, the Grantee is suspended or debarred by the State Purchasing Agent; or
 - c. The Agreement is terminated pursuant to paragraph d of this Agreement.
 - d. The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Department a monthly invoice, and supporting document(s), on or before the 10th of each month through the Reever system. The Department will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the term date of this agreement.

C. Termination by the Department

individuals with low incomes. Additionally, efforts must be made to target individuals residing in rural areas, individuals with limited English proficiency, individuals with Alzheimer's disease and related disorders, individuals with severe disabilities, or those at-risk of institutionalization, and their caregivers.

V. RESPONSIBILITIES OF THE GRANTEE

A. Administrative Requirements

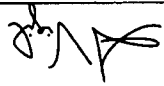
1. The Grantee shall:
 - a. Ensure that any equipment purchased with grant funds is acquired from reputable retailers and adheres to the Procurement Code ;
 - b. Obtain garden equipment, implementation tools, and essential items necessary for establishing or expanding a garden and maintain an inventory accounting;
 - c. Ensure adherence with agriculture safety protocols and policies;
 - d. Ensure no harvested produce is integrated in the senior meal program;
 - e. Ensure that the New Mexico Garden Grant funds are allocated solely for the purchase of equipment and supplies necessary to establish the senior garden as provided in this Agreement;
 - f. Submit invoices from the senior centers and retailers in the designated folder within the Rever Database System until all funds have been utilized, unless otherwise authorized by the Department its sole discretion; and
 - g. Ensure all invoices, accompanied by supporting documentation such as the equipment inventory, receipts or invoices from the retailer, are submitted by June 30, 2026.


All retailers invoicing must include the following:

- i. Vendor's name, address, and contact information;
- ii. Internal transaction number;
- iii. Purchased items with a description of each product along with the corresponding quantity; and
- iv. Price for each item and any applicable discount.

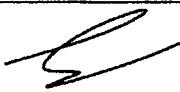
B. Performance Requirements:

- Actionable metrics include :
- Engage at least 50 seniors within the term of this Agreement
 - Achieve 75% participant satisfaction
 - Volunteer hours tending to the garden reported monthly for the term of this Agreement or quantify the pounds of cultivated produce
 - Host 2+ group gardening sessions per week

Digital-Signature 	Date 4.17.26
Name: Antoinette Vigil	Title: ALTSD Deputy Cabinet Secretary

Digital-Signature 	Date 4.17.2026
Name: Craig Hays	Title: ALTSD Acting General Counsel

Approved as to form by Roberta D. Joe, Assistant County Attorney for W.B., Santa Fe County Attorney 4/14/2026

Digital-Signature 	Date 4/16/2026
Name: Gregory S. Shaffer	Title: County Manager

EXECUTED AND AGREED TO BY SIGNATURE(S) BELOW:

1. The Department will monitor the monthly invoicing to verify all purchases are allowed under the New Mexico Garden Project Grant Agreement.
 2. The Department will provide technical assistance to the Grantee as needed.
- C. Department Oversight
- B. Funding for this awarded amount must be fully expended by June 30, 2026.
- A. The Department shall pay the Grantee in full for implementation or expansion of gardens in accordance with the deliverables established in this Agreement. The total amount payable to the Grantee to carry out the purpose of these grant funds, including tax and expenses, shall not exceed \$25,000.00.

VI. COMPENSATION

2. The Department has the discretion to request documentation related to compliance at any time and for any reason.



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Aging and Long Term Services

2550 Cerrillos Rd.
Santa Fe NM 87505
United States

Supplier: 0000054297
SANTA FE COUNTY
FINANCE DIVISION/ACCOUNTS
RECEIVABLE
P O BOX 276
SANTA FE NM 87504-0276
United States

Ship To:

8500 Menaul Blvd NE,
Suite B350
Albuquerque NM 87112
United States

Bill To:

2550 Cerrillos Road
Santa Fe NM 87505
United States

Purchase Order 62400-0000024051	Date 04-22-2026	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Francis Doubrava	Phone	Currency USD

Dispatched

Dispatch Via Print

Exc/Excl#: 13-1-98-A

Origin	EXE	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1	-	New Mexico Garden Project	1.00	EA	\$25,000.00	\$25,000.00	04/22/2026

62400-04900-6200000000-547400- - - - -126-70000

Schedule Total \$25,000.00

Item Total \$25,000.00

Total PO Amount \$25,000.00

4/22/26 - Supporting documentation attached. FAD

Authorized Signature

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

SFC CLERK RECORDED 05/27/2026

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, 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, quarantines, 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 were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. 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 13-1-158 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. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

SPD-101A (04/19)